



**Board of County Commissioners**

**Eva J. Henry - District #1**  
**Charles "Chaz" Tedesco - District #2**  
**Emma Pinter - District #3**  
**Steve O'Doriso - District #4**  
**Lynn Baca - District #5**

**PUBLIC HEARING AGENDA**

NOTICE TO READERS: The Board of County Commissioners' meeting packets are prepared several days prior to the meeting. This information is reviewed and studied by the Board members to gain a basic understanding, thus eliminating lengthy discussions. Timely action and short discussion on agenda items does not reflect a lack of thought or analysis on the Board's part. An informational packet is available for public inspection in the Board's Office one day prior to the meeting.

**THIS AGENDA IS SUBJECT TO CHANGE**

**Tuesday**  
**June 14, 2022**  
**9:30 AM**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**4. AWARDS AND PRESENTATIONS**

- A.** Proclamation of June 2022 as Pride Month
- B.** Proclamation of June 2022 as National Immigrant Heritage Month

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

- A.** List of Expenditures Under the Dates of May 16-20, 2022
- B.** List of Expenditures Under the Dates of May 23-27, 2022
- C.** Minutes of the Commissioners' Proceedings from May 24, 2022
- D.** Minutes of the Commissioners' Proceedings from June 3, 2022

- E.** Resolution Accepting a Quitclaim Deed from Rocky Mountain Synod of the Evangelical Lutheran Church in America to Adams County for Right-of-Way Purposes for West 73rd Ave and Samuel Drive
- F.** Resolution Approving Abatement Petitions and Authorizing the Refund of Taxes for Account Numbers R0064332, R0047665, P0031365, P0036089, R0030022, R0105413, R0198639, R0204716, R0207139, and P0032675
- G.** Resolution Approving Contract Cost Amendment between Adams County and Adams 12 Five Star Schools to Provide Medicaid Application Processing Services
- H.** Resolution Approving Contract Cost Amendment between Adams County and Tri-County Health Department to Provide Medicaid Application Processing Services
- I.** Resolution Approving Contract Cost Amendment between Adams County and Genesis Health Care for Long Term Care and Medicaid Application Processing Services
- J.** Resolution Approving Contract Cost Amendment between Adams County and North Metro Community Services, Inc to Provide Medicaid Application Processing Services
- K.** Resolution Approving Contract Cost Amendment between Adams County and InnovAge to Provide Medicaid Application Processing Services
- L.** Resolution Approving Right-of-Way Agreement between Adams County and 909W62AVE, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street in the Amount of \$26,355.00
- M.** Resolution Approving Right-of-Way Agreement between Adams County and 777W62, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street in the Amount of \$147,540.00
- N.** Resolution Approving Right-of-Way Agreement between Adams County and BZ Properties, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street in the Amount of \$10, 240.00
- O.** Resolution Approving Right-of-Way Agreement between Adams County and NWP Holdings, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street in the Amount of \$293,730.00
- P.** Resolution Approving Right-of-Way Agreement between Adams County and DTI Holdings, LLC, for Property Necessary for the ADA Transition Area III – Steele Street Improvements Project in the Amount of \$24,025.00
- Q.** Resolution Appointing Jesse Forrest to the Community Corrections Board as a District Attorney Member
- R.** Resolution Approving Right-of-Way Agreement between Adams County and AIREF Denver Commerce Center I, LLC, for Property Necessary for the 62nd Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street in the Amount of \$586,730.00
- S.** Resolution Approving a Relocation Agreement between Adams County, Colorado and Public Service Company of Colorado Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad



- T. Resolution Approving an Amendment to the Adams County 2022 Fee Schedule to Add and Update Fees
- U. Resolution Approving Right-of-Way Agreement between Adams County and James J. Johnson and Jackie L. Hawkes for Property Necessary for the Calhoun-Byers Road Bridge Over West Bijou Creek Improvements Project in the Amount of \$ 82, 300.00
- V. Resolution Approving Amendments to the Adams County Employee Manual

## **7. NEW BUSINESS**

### **A. COUNTY MANAGER**

- 1. Resolution Approving the 2022 Colorado Spaceport Master Plan
- 2. Resolution Designating Pre-Qualified Contractors for the Construction Manager General Contractor for the Detention Facility Building Exterior Skin Replacement Project
- 3. Resolution Approving Amendment Two to the Agreement between Adams County and Denton's Global Advisors, LLC., in the Amount of \$144,000.00, to Provide Lobbying Services
- 4. Resolution Approving Amendment Three to the Agreement between Adams County and CBRE, Inc., for Commercial Brokerage Services
- 5. Resolution Approving Amendment One to the Agreement between Adams County and Contech Engineered Solutions, LLC, in the Amount of \$112,667.62, for Maintenance Culvert Pipe
- 6. Resolution Approving the Agreement between Adams County and Pro-Pipe, Inc., in the Amount of \$549,571.50, for Video Inspection and Maintenance
- 7. Resolution Approving Amendment One to the Agreement between Adams County and Thriving Families in the Amount of \$219,780.00, for Pregnancy Prevention Services

### **B. COUNTY ATTORNEY**

## **8. LAND USE HEARINGS**

### **A. Cases to be Heard**

- 1. EXG2022-00002 Stagecoach Inert Fill CD
- 2. RCU2021-00008 Rocky Mountain Hydrostatics

## **9. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**

# Proclamation

## “Pride Month”

June 2022

**Whereas**, Adams County, Colorado, recognizes and proclaims the month of June 2022 as Lesbian, Gay, Bisexual, Transgender, and Queer Plus (LGBTQ+) “Pride Month” throughout the County; and,

**Whereas**, all human beings are born free and equal in dignity and rights. LGBTQ+ individuals have had immeasurable impact to the cultural, civic, and economic successes of our county, state, and nation; and,

**Whereas**, while society at large increasingly supports LGBTQ+ equality, it is essential to acknowledge the need for education and awareness remains vital to end discrimination and prejudice; and

**Whereas**, this nation was founded on the principle that every individual has infinite dignity and worth, and Adams County calls upon the people of this community to embrace this principle and work to eliminate prejudice everywhere it exists; and

**Whereas**, Adams County is committed to supporting visibility, dignity, and equality for LGBTQ+ people in our diverse community; and

**Whereas**, celebrating Pride Month influences awareness and provides support and advocacy for Adams County’s LGBTQ+ community, and is an opportunity to take action and engage in dialogue to strengthen alliances, build acceptance, and advance equal rights; and

**Whereas**, the Adams County All Children All Family Committee in the Child and Family Services Division/Human Services Center has worked diligently to establish the county as the first and longest running county government to receive the ‘Innovator in Supporting and Serving LGBTQ Youth & Families’ seal; and

**Whereas**, Adams County is hosting the inaugural Adams County Pride celebration at Riverdale Regional Park on Saturday, June 18th; and

**Whereas**, Adams County has taken several steps to support LGBTQ+ inclusivity including:

- Refreshing of Rainbow Crosswalks at county facilities for the third year running,
- Updating the Employee Manual with language that is inclusive of all genders,
- Creating all-gender restrooms at the Government Center to support inclusivity and access for our employees and residents,
- Providing on-going support of the employee-led A-Proud LGBTQ+ Allies Affinity Group,
- Displaying LGBTQ+ History banners in county facilities.

**Now Therefore, Be it Resolved**, that the Adams County Board of Commissioners, of the County of Adams, State of Colorado, Proclaims June 2022 as Pride Month in support of the LGBTQ+ community.

*In witness whereof, we have set our hands and caused the seal of the county to be affixed June 14, 2022.*

## **Proclamation**

### **“National Immigrant Heritage Month”**

**June 2022**

**Whereas**, each year, the United States observes National Immigrant Heritage Month by taking time to reflect and honor the contributions to our economy and culture that immigrants have made to our communities across the country. June is selected as the month of observing National Immigrant Heritage Month; and,

**Whereas**, the most recent estimated population of immigrants within the US is 14.2%, approximately 46.6 million people; and Colorado is home to over 500,000 immigrants; and,

**Whereas**, Adams County has over 73,000 immigrants and 5,000 Immigrant entrepreneurs; and,

**Whereas**, what formally began in 2014, this celebration seeks to give immigrants and refugees in our country the opportunity to celebrate and explore their background as well as create awareness on how diversity and immigration are both essential elements of our social fabric; and,

**Whereas**, Adams County’s employee-led A-Proud affinity group, Global Connections, provides a shared space for support and a greater sense of connection and community for those that identify as an immigrant or a first-generation child of an immigrant; and,

**Whereas**, immigrants continue their rich history of significant and diverse contributions to the cultural landscape, educational, economic and political vitality of Adams County.

**Now Therefore, Be it Resolved**, that the Board of Commissioners, of the County of Adams, State of Colorado, proclaims June 2022 as

### **“National Immigrant Heritage Month”**

and encourages all residents to honor the rich diversity of immigrants and celebrate the many ways they contribute to our nation and society.

*In witness whereof, we have set our hands and caused the seal of the county to be affixed June 14, 2022.*

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	2,127,544.78
4	Capital Facilities Fund	918,740.83
5	Golf Course Enterprise Fund	65,419.64
13	Road & Bridge Fund	2,025,303.20
19	Insurance Fund	1,438,939.75
25	Waste Management Fund	14,679.20
27	Open Space Projects Fund	2,275.00
28	Open Space Sales Tax Fund	1,053.75
30	Community Dev Block Grant Fund	37,829.44
31	Head Start Fund	11,508.71
43	Colorado Air & Space Port	88,494.39
50	FLATROCK Facility Fund	2,238.32
94	Sheriff Payables	14,416.00
		<u>6,748,443.01</u>

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009019	383698	ALLIED UNIVERSAL SECURITY SERV	05/18/22	3,694.69
00009020	1008782	ANGEL ARMOR LLC	05/18/22	3,429.28
00009025	378404	CARUSO JAMES LOUIS	05/18/22	6,150.00
00009030	780342	JOHNSON CONTROLS FIRE PROTECTI	05/18/22	445.00
00009031	1279309	JONES JILL S	05/18/22	840.00
00009032	1267815	MARATHON LEADERSHIP LLC	05/18/22	2,250.00
00009035	2284	SENIOR HUB THE	05/18/22	93,614.30
00009037	227044	SOUTHWESTERN PAINTING	05/18/22	5,132.00
00009045	378404	CARUSO JAMES LOUIS	05/19/22	250.00
00009047	625677	CODE 4 SECURITY SERVICES LLC	05/19/22	156.00
00009048	58895	DIRSEC	05/19/22	24,371.48
00009050	1174848	POWERDMS INC	05/19/22	24,458.44
00009053	7967	SKAGGS PUBLIC SAFETY UNIFORM &	05/19/22	568.35
00009054	1164901	SOUTH PLATTE CROSSING COMDOMIN	05/19/22	21,864.68
00009055	950500	TEK84 INC	05/19/22	8,500.00
00009057	491215	WELLPATH LLC	05/19/22	761,488.57
00009058	1006441	BKD LLP	05/20/22	1,164.80
00009059	37193	CINA & CINA FORENSIC CONSULTIN	05/20/22	6,600.00
00009060	32229	DENVER RESCUE MISSION	05/20/22	123,977.26
00009061	1097323	MCGUINN CONOR MATTHEW	05/20/22	1,700.00
00009062	1213933	PUFFENBERGER IAN JAMES	05/20/22	6,100.00
00009063	1184412	SNI COMPANIES	05/20/22	7,303.20
00770463	1279385	SHADE KYRA	05/19/22	19.00
00770464	418286	A PRECIOUS CHILD	05/19/22	3,862.50
00770465	89520	ACOSTA FRANK A	05/19/22	92.00
00770467	91631	ADAMSON POLICE PRODUCTS	05/19/22	568.80
00770469	630412	ADVANCED LAUNDRY SYSTEMS	05/19/22	357.50
00770472	1272444	ALEXANDRA WALKER LLC	05/19/22	9,500.00
00770473	1279388	ALLEN & RECTOR PC	05/19/22	19.00
00770474	1582	ALLEN DITCH CO	05/19/22	1,470.00
00770475	5991	ALMOST HOME INC	05/19/22	15,158.76
00770477	12012	ALSCO AMERICAN INDUSTRIAL	05/19/22	213.30
00770478	14661	AMERIGAS DENVER 1012	05/19/22	2,693.35
00770479	322973	ARMORED KNIGHTS INC	05/19/22	1,644.01
00770481	1273343	BABE WALLS	05/19/22	7,560.00
00770482	3020	BENNETT TOWN OF	05/19/22	77.60

## Net Warrants by Fund Detail

1General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770484	1279551	BILDERAYA JR RAYMOND E	05/19/22	25.00
00770485	2914	BOB BARKER COMPANY	05/19/22	30,940.00
00770486	13160	BRIGHTON CITY OF (WATER)	05/19/22	3,792.25
00770487	13160	BRIGHTON CITY OF (WATER)	05/19/22	2,283.38
00770488	13160	BRIGHTON CITY OF (WATER)	05/19/22	3,167.63
00770489	13160	BRIGHTON CITY OF (WATER)	05/19/22	740.91
00770490	603131	BRIGHTON YOUTH ASSN OF FOOTBAL	05/19/22	500.00
00770493	1279547	CAL REPORTING LLC	05/19/22	15.75
00770498	90207	CHARM TEX	05/19/22	12,980.00
00770501	1279118	CHUE YEE VUE	05/19/22	100.00
00770503	852482	CLEARWAY ENERGY GROUP LLC	05/19/22	1,176.89
00770504	5556	COLO BUREAU INVESTIGATION-IDEN	05/19/22	158.00
00770506	5407	COLO DEPT OF LABOR & EMPLOYME	05/19/22	90.00
00770507	5407	COLO DEPT OF LABOR & EMPLOYME	05/19/22	30.00
00770509	5947	COLO SECRETARY OF STATE	05/19/22	40.00
00770510	1052113	COLORADO POVERTY LAW PROJECT	05/19/22	5,770.82
00770511	48089	COMCAST BUSINESS	05/19/22	2,100.00
00770512	1154230	COMMUNITY UPLIFT PARTNERSHIP	05/19/22	1,341.00
00770514	13565	CORE ELECTRIC COOPERATIVE	05/19/22	1,483.11
00770515	42984	CORECIVIC INC	05/19/22	184,330.12
00770524	761168	FERRELLGAS L P	05/19/22	524.67
00770528	506511	FRANK J BALL	05/19/22	19.00
00770529	12689	GALLS LLC	05/19/22	7,751.37
00770531	258674	GO UP ELEVATOR INSPECTION SERV	05/19/22	975.00
00770532	1279383	GOMEZ HURTADO JAVIER	05/19/22	19.00
00770533	116633	GOVERNMENTJOBS.COM INC	05/19/22	52,895.57
00770534	808845	GRONQUIST, CHRISTOPHER L	05/19/22	65.00
00770535	278010	HART JULIE	05/19/22	37.50
00770536	14991	HELTON & WILLIAMSEN PC	05/19/22	2,351.25
00770537	10864	HILLYARD - DENVER	05/19/22	3,219.86
00770540	494097	HP INC	05/19/22	17,130.60
00770542	1055034	HUNTER JOHANNA	05/19/22	500.00
00770544	1279550	ICE DANNY	05/19/22	100.00
00770546	79260	IDEXX DISTRIBUTION INC	05/19/22	318.51
00770547	115496	INNOVEST PORTFOLIO SOLUTIONS L	05/19/22	9,500.00
00770549	32276	INSIGHT PUBLIC SECTOR	05/19/22	211.53

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770550	44965	INTERVENTION COMMUNITY CORRECT	05/19/22	141,065.94
00770551	535598	JACHIMIAK PETERSON LLC	05/19/22	12,020.50
00770552	1279549	JACOBSON GARY	05/19/22	138.00
00770555	536256	KIMMEL KENZIE NICOLE	05/19/22	480.58
00770557	1173829	LOOMIS ARMORED	05/19/22	400.00
00770558	255667	LRE WATER	05/19/22	7,336.75
00770559	637831	MCCREARY RAPHAEL	05/19/22	65.00
00770560	1279384	MCMAHON HILL LLC	05/19/22	19.00
00770561	871154	MEI TOTAL ELEVATOR SOLUTIONS	05/19/22	20,332.94
00770562	1279386	MENZOR ANTHONY	05/19/22	66.00
00770563	8801432	MESA COUNTY	05/19/22	1,474.80
00770565	418857	MILLER COHEN PETERSON YOUNG	05/19/22	19.00
00770567	1068447	MOORE IACOFANO GOLTSMAN INC	05/19/22	1,479.20
00770568	374475	MOORE LAW GROUP APC	05/19/22	19.00
00770569	13719	MORGAN COUNTY REA	05/19/22	231.51
00770570	21080	MTN SCALES INC	05/19/22	192.00
00770572	13591	MWI ANIMAL HEALTH	05/19/22	2,933.15
00770575	1270598	NELSON AND KENNARD	05/19/22	45.00
00770576	1279387	NORIS ANTHONY	05/19/22	19.00
00770577	13774	NORTH PECOS WATER & SANITATION	05/19/22	42.20
00770578	1029852	NORTH SUBURBAN MEDICAL CENTER	05/19/22	25.00
00770579	13778	NORTH WASHINGTON ST WATER & SA	05/19/22	17,430.22
00770580	2168	OLIVER DITCH COMPANY	05/19/22	525.00
00770581	496938	OUTDOOR PROMOTIONS OF COLORADO	05/19/22	6,200.00
00770583	669732	PATTERSON VETERINARY SUPPLY IN	05/19/22	352.04
00770584	612089	PBC COMMERCIAL CLEANING SYSTEM	05/19/22	2,420.00
00770587	39496	PIPER COMMUNICATION SERVICES I	05/19/22	24,796.00
00770588	660971	PITLER AND ASSOCIATES	05/19/22	19.00
00770589	1212258	POON BENJAMIN	05/19/22	3,399.60
00770590	152295	POTESTIO BROTHER EQUIPMENT	05/19/22	2,175.96
00770595	1270454	ROMERO LILIANA	05/19/22	100.00
00770597	255505	SHERMAN & HOWARD LLC	05/19/22	106.25
00770598	645080	SMITH GERALD	05/19/22	138.00
00770599	13932	SOUTH ADAMS WATER & SANITATION	05/19/22	160.53
00770600	1268305	STASKO THOMAS ANTON	05/19/22	65.00
00770601	1186984	STIVERS STAFFING SERVICES LLC	05/19/22	2,332.80

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770602	13949	STRASBURG SANITATION	05/19/22	220.72
00770603	1270551	STRATEGIES 360 INC	05/19/22	5,000.00
00770604	599714	SUMMIT FOOD SERVICE LLC	05/19/22	14,856.28
00770605	41889	SUNSTATE EQUIPMENT CO LLC	05/19/22	604.25
00770609	319978	TONSAGER DENNIS	05/19/22	65.00
00770610	1278308	TOP HAT FILE AND SERVE INC	05/19/22	38.00
00770611	1094	TRI COUNTY HEALTH DEPT	05/19/22	6,682.86
00770612	666214	TYGRETT DEBRA R	05/19/22	535.00
00770613	13262	TYLER TECHNOLOGIES INC	05/19/22	449.00
00770614	1154229	UKG INC	05/19/22	202,657.80
00770615	1007	UNITED POWER (UNION REA)	05/19/22	54.19
00770616	1007	UNITED POWER (UNION REA)	05/19/22	60.29
00770617	1007	UNITED POWER (UNION REA)	05/19/22	745.17
00770618	1007	UNITED POWER (UNION REA)	05/19/22	23,162.19
00770619	1007	UNITED POWER (UNION REA)	05/19/22	93.73
00770620	1007	UNITED POWER (UNION REA)	05/19/22	170.22
00770621	1007	UNITED POWER (UNION REA)	05/19/22	3,017.00
00770622	1007	UNITED POWER (UNION REA)	05/19/22	26,148.00
00770623	1007	UNITED POWER (UNION REA)	05/19/22	72.14
00770624	1007	UNITED POWER (UNION REA)	05/19/22	83.97
00770625	1007	UNITED POWER (UNION REA)	05/19/22	183.79
00770626	1007	UNITED POWER (UNION REA)	05/19/22	6,378.90
00770627	1007	UNITED POWER (UNION REA)	05/19/22	970.98
00770628	1007	UNITED POWER (UNION REA)	05/19/22	890.75
00770629	1007	UNITED POWER (UNION REA)	05/19/22	3,548.89
00770630	1007	UNITED POWER (UNION REA)	05/19/22	6,375.34
00770631	1007	UNITED POWER (UNION REA)	05/19/22	10,152.30
00770632	1007	UNITED POWER (UNION REA)	05/19/22	7,470.18
00770633	1007	UNITED POWER (UNION REA)	05/19/22	59.82
00770634	1007	UNITED POWER (UNION REA)	05/19/22	630.59
00770635	1007	UNITED POWER (UNION REA)	05/19/22	20,351.21
00770640	300982	UNITED SITE SERVICES	05/19/22	312.00
00770641	20730	UNITED STATES POSTAL SERVICE	05/19/22	124.05
00770651	956168	WERNER W ELIZABETH	05/19/22	242.72
00770652	702804	WOLFE SANDRA KAY	05/19/22	65.00
00770653	13822	XCEL ENERGY	05/19/22	497.88



## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770654	13822	XCEL ENERGY	05/19/22	588.36
00770655	13822	XCEL ENERGY	05/19/22	32.08
00770656	13822	XCEL ENERGY	05/19/22	191.32
00770657	13822	XCEL ENERGY	05/19/22	8,171.34
00770658	13822	XCEL ENERGY	05/19/22	9,684.23
00770659	13822	XCEL ENERGY	05/19/22	4,015.15
00770660	13822	XCEL ENERGY	05/19/22	2,716.41
00770661	13822	XCEL ENERGY	05/19/22	61.09
00770662	13822	XCEL ENERGY	05/19/22	466.26
00770663	13822	XCEL ENERGY	05/19/22	224.29
00770664	13822	XCEL ENERGY	05/19/22	61.59
00770665	13822	XCEL ENERGY	05/19/22	989.61
00770666	13822	XCEL ENERGY	05/19/22	859.53
00770667	13822	XCEL ENERGY	05/19/22	5,927.95
00770668	13822	XCEL ENERGY	05/19/22	109.97
00770669	13822	XCEL ENERGY	05/19/22	356.12
00770670	13822	XCEL ENERGY	05/19/22	3,407.38
00770671	13822	XCEL ENERGY	05/19/22	649.47
00770672	13822	XCEL ENERGY	05/19/22	307.19
00770673	13822	XCEL ENERGY	05/19/22	654.97
00770674	13822	XCEL ENERGY	05/19/22	461.10
00770675	13822	XCEL ENERGY	05/19/22	442.46
00770676	13822	XCEL ENERGY	05/19/22	359.14
00770678	473336	ZAYO GROUP HOLDINGS INC	05/19/22	1,235.00
<b>Fund Total</b>				<b>2,127,544.78</b>

## Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009052	104910	SAUNDERS CONSTRUCTION INC	05/19/22	669,176.02
00770468	153865	ADVANCED EXERCISE EQUIPMENT	05/19/22	10,638.00
00770571	986500	MW GOLDEN CONSTRUCTORS	05/19/22	204,478.56
00770596	248870	ROTH SHEPPARD ARCHITECTS	05/19/22	32,548.25
00770608	498722	THERMAL & MOISTURE PROTECTION	05/19/22	1,900.00
			<b>Fund Total</b>	<b>918,740.83</b>

Net Warrants by Fund Detail

5

Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009051	6177	PROFESSIONAL RECREATION MGMT I	05/19/22	65,419.64
			<b>Fund Total</b>	<b>65,419.64</b>

## Net Warrants by Fund Detail

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## Road &amp; Bridge Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009021	89295	ARVADA CITY OF	05/18/22	25,109.84
00009022	89296	AURORA CITY OF	05/18/22	354,734.04
00009023	89297	BENNETT TOWN OF	05/18/22	22,888.70
00009024	89298	BRIGHTON CITY OF	05/18/22	196,062.59
00009027	89299	COMMERCE CITY CITY OF	05/18/22	234,798.19
00009029	89300	FEDERAL HEIGHTS CITY OF	05/18/22	41,165.29
00009033	89301	NORTHGLENN CITY OF	05/18/22	111,908.96
00009038	89302	THORNTON CITY OF	05/18/22	411,738.51
00009044	89304	WESTMINSTER CITY OF	05/18/22	222,451.95
00009049	1180246	HC PECK & ASSOCIATES INC	05/19/22	206,523.00
00770483	49497	BFI TOWER ROAD LANDFILL	05/19/22	3,572.50
00770491	1278658	C G ENVIRONMENTAL	05/19/22	5,792.34
00770494	1076277	CBRE INC	05/19/22	13,500.00
00770513	320134	CONSOR ENGINEERS LLC	05/19/22	383.70
00770517	237568	DESIGN WORKSHOP	05/19/22	4,178.90
00770519	22418	DLT SOLUTIONS LLC	05/19/22	11,493.10
00770520	562184	DOUBLE R EXCAVATING INC	05/19/22	6,814.53
00770522	873559	EST INC	05/19/22	7,867.50
00770523	159749	EXCEL DRIVER SERVICES	05/19/22	1,000.00
00770525	761168	FERRELLGAS L P	05/19/22	104.76
00770545	34817	ICON ENGINEERING INC	05/19/22	558.75
00770553	506641	JK TRANSPORTS INC	05/19/22	24,866.25
00770574	498351	NATIONAL VALUATION CONSULTANTS	05/19/22	23,000.00
00770582	525686	OUTTA CONTROL DESIGNS	05/19/22	5,997.30
00770648	1255283	VALBRIDGE PROPERTY ADVISORS	05/19/22	3,500.00
00770650	78276	WAYNE A MITCHELL LLC	05/19/22	10,292.50
00770677	1278655	Yafa REALTY INVESTMENTS LLC	05/19/22	75,000.00
<b>Fund Total</b>				<b>2,025,303.20</b>

## Net Warrants by Fund Detail

**19****Insurance Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009028	423439	DELTA DENTAL OF COLO	05/18/22	36,442.60
00009039	523053	TRISTAR RISK MANAGEMENT	05/18/22	110,000.00
00009040	37223	UNITED HEALTH CARE INSURANCE C	05/18/22	149,492.05
00009041	37223	UNITED HEALTH CARE INSURANCE C	05/18/22	456,201.08
00009042	37223	UNITED HEALTH CARE INSURANCE C	05/18/22	205,903.60
00009043	37223	UNITED HEALTH CARE INSURANCE C	05/18/22	220,520.53
00009056	37223	UNITED HEALTH CARE INSURANCE C	05/19/22	240,521.12
00770470	331018	AED AUTHORITY	05/19/22	195.00
00770492	726898	CA SHORT COMPANY	05/19/22	9,721.25
00770508	2157	COLO OCCUPATIONAL MEDICINE PHY	05/19/22	200.00
00770516	13663	DELTA DENTAL OF COLORADO	05/19/22	19.00
00770521	13136	EMPLOYERS COUNCIL SERVICES INC	05/19/22	245.00
00770526	34969	FITNESS TECH	05/19/22	560.00
00770541	1278735	HUME JAMES	05/19/22	304.22
00770548	682207	INSIGHT AUTO GLASS LLC	05/19/22	170.00
00770554	13771	JOE'S TOWING & RECOVERY	05/19/22	65.00
00770566	38974	MINUTEMAN PRESS-BRIGHTON	05/19/22	2,175.60
00770592	1278775	RAU DANIEL	05/19/22	2,410.70
00770593	36205	RITSEMA LAW LLC	05/19/22	1,973.00
00770649	1271804	VERY GOOD COUNSELING	05/19/22	1,820.00
<b>Fund Total</b>				<b>1,438,939.75</b>

**County of Adams**  
**Net Warrants by Fund Detail**

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**Waste Management Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770607	573198	TECHNO RESCUE LLC	05/19/22	14,679.20
<b>Fund Total</b>				<b>14,679.20</b>

**County of Adams**  
**Net Warrants by Fund Detail**

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**Open Space Projects Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770543	22949	HYDRO SYSTEMS KDI INC	05/19/22	2,275.00
<b>Fund Total</b>				<b>2,275.00</b>

**County of Adams**  
**Net Warrants by Fund Detail**

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**Open Space Sales Tax Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770527	643261	FOOTERS CATERING	05/19/22	1,053.75
<b>Fund Total</b>				<b>1,053.75</b>



Net Warrants by Fund Detail

30 Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009036	2284	SENIOR HUB THE	05/18/22	13,116.00
00770476	5991	ALMOST HOME INC	05/19/22	15,675.39
00770591	189016	PROJECT ANGEL HEART	05/19/22	9,038.05
<b>Fund Total</b>				<b>37,829.44</b>

## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009034	1243279	NUTRITIONKAI	05/18/22	1,525.00
00770466	252050	ADAMS COUNTY HUMAN SERVICES	05/19/22	9.36
00770495	37266	CENTURY LINK	05/19/22	146.08
00770496	37266	CENTURY LINK	05/19/22	115.56
00770497	37266	CENTURY LINK	05/19/22	203.09
00770499	166025	CHILDRENS HOSPITAL	05/19/22	927.00
00770500	166025	CHILDRENS HOSPITAL	05/19/22	154.50
00770502	327250	CINTAS CORPORATION NO 2	05/19/22	168.92
00770518	1052031	DFA DAIRY BRANDS CORPORATE LLC	05/19/22	469.00
00770539	1102078	HOLADOCTOR INC	05/19/22	93.66
00770556	40323	L & N SUPPLY COMPANY INC	05/19/22	888.40
00770564	1090294	MIGHTY LITTLE VOICES SPEECH TH	05/19/22	500.00
00770573	1253030	MY LINGUISTIC SOLUTIONS LLC	05/19/22	533.25
00770586	1230973	PEDIATRIC THERAPY OF COLORADO	05/19/22	1,187.50
00770606	13770	SYSCO DENVER	05/19/22	114.10
00770642	42541	US FOODSERVICE	05/19/22	1,335.99
00770643	42541	US FOODSERVICE	05/19/22	97.49
00770644	42541	US FOODSERVICE	05/19/22	466.96
00770645	42541	US FOODSERVICE	05/19/22	50.60
00770646	42541	US FOODSERVICE	05/19/22	2,435.26
00770647	42541	US FOODSERVICE	05/19/22	86.99
<b>Fund Total</b>				<b>11,508.71</b>

Net Warrants by Fund Detail

**43** Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009026	709816	CITY SERVICEVALCON LLC	05/18/22	41,737.20
00009046	709816	CITY SERVICEVALCON LLC	05/19/22	39,458.40
00770471	88281	ALBERTS WATER & WASTEWATER SER	05/19/22	3,497.80
00770480	80118	AT&T CORP	05/19/22	105.25
00770530	783632	GAM ENTERPRISES INC	05/19/22	835.00
00770585	612089	PBC COMMERCIAL CLEANING SYSTEM	05/19/22	1,880.00
00770594	44131	ROGGEN FARMERS ELEVATOR ASSN	05/19/22	980.74
<b>Fund Total</b>				<b>88,494.39</b>

## Net Warrants by Fund Detail

50FLATROCK Facility Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770538	10864	HILLYARD - DENVER	05/19/22	242.04
00770636	1007	UNITED POWER (UNION REA)	05/19/22	204.70
00770637	1007	UNITED POWER (UNION REA)	05/19/22	1,582.13
00770638	1007	UNITED POWER (UNION REA)	05/19/22	51.87
00770639	1007	UNITED POWER (UNION REA)	05/19/22	157.58
<b>Fund Total</b>				<b>2,238.32</b>

**County of Adams**  
**Net Warrants by Fund Detail**

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**Sheriff Payables**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770505	5556	COLO BUREAU INVESTIGATION-IDEN	05/19/22	14,416.00
			<b>Fund Total</b>	<b>14,416.00</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      6,748,443.01

**County of Adams**  
**Vendor Payment Report**

<u>1074</u>	<u>CA- Risk Management</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Safety - Equipment					
	AED AUTHORITY	00019	1018423	417692	05/09/22	195.00
					Account Total	195.00
	Safety-Drug & AI Test/Med Cert					
	COLO OCCUPATIONAL MEDICINE PHY	00019	1018418	417692	05/09/22	200.00
					Account Total	200.00
					Department Total	395.00

**County of Adams**  
**Vendor Payment Report**

4	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	4,050.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	3,650.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	1,100.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	400.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	275.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	975.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	84.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	30.00
	ADVANCED EXERCISE EQUIPMENT	00004	1019074	418399	05/18/22	74.00
	MW GOLDEN CONSTRUCTORS	00004	1019023	418399	05/18/22	215,240.59
	ROTH SHEPPARD ARCHITECTS	00004	1019062	418399	05/18/22	15,065.00
	ROTH SHEPPARD ARCHITECTS	00004	1019065	418399	05/18/22	17,483.25
	SAUNDERS CONSTRUCTION INC	00004	1019110	418501	05/19/22	704,395.81
	THERMAL & MOISTURE PROTECTION	00004	1019069	418399	05/18/22	1,900.00
					Account Total	964,722.65
	Retainages Payable					
	MW GOLDEN CONSTRUCTORS	00004	1019023	418399	05/18/22	10,762.03-
	SAUNDERS CONSTRUCTION INC	00004	1019110	418501	05/19/22	35,219.79-
					Account Total	45,981.82-
					Department Total	918,740.83



**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	1019097	418426	05/18/22	<u>91.27</u>
					Account Total	<u>91.27</u>
					Department Total	<u><u>91.27</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4308</u>	<u>CASPATCT</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	AT&T CORP	00043	1019097	418426	05/18/22	<u>6.99</u>
					Account Total	<u>6.99</u>
					Department Total	<u><u>6.99</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	GAM ENTERPRISES INC	00043	1018590	417882	05/11/22	835.00
	PBC COMMERCIAL CLEANING SYSTEM	00043	1019099	418426	05/18/22	1,880.00
					Account Total	2,715.00
	Gas & Electricity					
	ROGGEN FARMERS ELEVATOR ASSN	00043	1018591	417882	05/11/22	980.74
					Account Total	980.74
	Telephone					
	AT&T CORP	00043	1019097	418426	05/18/22	6.99
					Account Total	6.99
					Department Total	3,702.73

**County of Adams**  
**Vendor Payment Report**

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Inst.-Pgm. Cst					
	ALMOST HOME INC	00030	1018592	417943	05/12/22	15,675.39
	PROJECT ANGEL HEART	00030	1018767	418104	05/13/22	9,038.05
	SENIOR HUB THE	00030	1018595	417946	05/12/22	13,116.00
					Account Total	<u>37,829.44</u>
					Department Total	<u><u>37,829.44</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1022</u>	<u>CLK Elections</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COLO SECRETARY OF STATE	00001	1018938	418394	05/18/22	<u>40.00</u>
					Account Total	<u>40.00</u>
					Department Total	<u><u>40.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>43</u>	<u>Colorado Air &amp; Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERTS WATER & WASTEWATER SER	00043	1019024	418399	05/18/22	3,300.00
	CITY SERVICEVALCON LLC	00043	1018860	418300	05/17/22	41,737.20
	CITY SERVICEVALCON LLC	00043	1019111	418501	05/19/22	39,458.40
					Account Total	<u>84,495.60</u>
					Department Total	<u><u>84,495.60</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>8612</u>	<u>Consolidated UHC Active/COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Claims					
	UNITED HEALTH CARE INSURANCE C	00019	1018856	418299	05/17/22	240,521.12
	UNITED HEALTH CARE INSURANCE C	00019	1018493	417769	05/10/22	149,492.05
	UNITED HEALTH CARE INSURANCE C	00019	1018495	417769	05/10/22	456,201.08
	UNITED HEALTH CARE INSURANCE C	00019	1018497	417769	05/10/22	205,903.60
	UNITED HEALTH CARE INSURANCE C	00019	1018498	417769	05/10/22	220,520.53
					Account Total	<u>1,272,638.38</u>
					Department Total	<u><u>1,272,638.38</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Medical Services					
	CARUSO JAMES LOUIS	00001	1018783	418183	05/16/22	6,150.00
	CARUSO JAMES LOUIS	00001	1018798	418249	05/17/22	250.00
	CINA & CINA FORENSIC CONSULTIN	00001	1019061	418404	05/18/22	6,600.00
	PUFFENBERGER IAN JAMES	00001	1019128	418515	05/19/22	6,100.00
					Account Total	<u>19,100.00</u>
	Other Professional Serv					
	MCGUINN CONOR MATTHEW	00001	1019127	418513	05/19/22	1,700.00
					Account Total	<u>1,700.00</u>
					Department Total	<u><u>20,800.00</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	JONES JILL S	00001	1018797	418248	05/17/22	840.00
					Account Total	<u>840.00</u>
					Department Total	<u><u>840.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>8614</u>	<u>Dental Active - COBRA</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	DELTA DENTAL OF COLORADO	00019	1018594	417945	05/12/22	15.20
	DELTA DENTAL OF COLORADO	00019	1018594	417945	05/12/22	3.80
					Account Total	19.00
	Self-Insurance Claims					
	DELTA DENTAL OF COLO	00019	1018593	417944	05/12/22	16,330.60
	DELTA DENTAL OF COLO	00019	1018593	417944	05/12/22	20,112.00
					Account Total	36,442.60
					Department Total	36,461.60

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	CAL REPORTING LLC	00001	1018937	418391	05/18/22	15.75
	HART JULIE	00001	1019001	418391	05/18/22	37.50
					Account Total	53.25
	Travel & Transportation					
	ACOSTA FRANK A	00001	1018982	418391	05/18/22	92.00
	JACOBSON GARY	00001	1018966	418391	05/18/22	138.00
	SMITH GERALD	00001	1018975	418391	05/18/22	138.00
					Account Total	368.00
					Department Total	421.25

**County of Adams**  
**Vendor Payment Report**

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Mileage Reimbursements					
	42352	00001	1018823	418282	05/17/22	480.58
	42493	00001	1018824	418282	05/17/22	242.72
					Account Total	<u>723.30</u>
					Department Total	<u><u>723.30</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>50</u>	<u>FLATROCK Facility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HILLYARD - DENVER	00050	1019073	418399	05/18/22	<u>242.04</u>
					Account Total	<u>242.04</u>
					Department Total	<u><u>242.04</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3165</u>	<u>Fleet/Public Works Bldg Constr</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	XCEL ENERGY	00004	1019089	418425	05/18/22	359.14
					Account Total	359.14
	Gas & Electricity					
	XCEL ENERGY	00004	1018645	417964	05/12/22	497.88
					Account Total	497.88
					Department Total	857.02

**County of Adams**  
**Vendor Payment Report**

<u>1076</u>	<u>FO - Adams County Svc Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	GO UP ELEVATOR INSPECTION SERV	00001	1018657	417964	05/12/22	725.00
					Account Total	725.00
	Gas & Electricity					
	Energy Cap Bill ID=12875	00001	1018738	418064	04/25/22	9,684.23
					Account Total	9,684.23
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYME	00001	1018600	417950	05/12/22	90.00
					Account Total	90.00
					Department Total	10,499.23

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12871	00001	1018742	418064	04/25/22	61.09
					Account Total	61.09
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12866	00001	1018743	418064	05/02/22	77.60
					Account Total	77.60
					Department Total	138.69



**County of Adams**  
**Vendor Payment Report**

<u>1114</u>	<u>FO - District Attorney Bldg.</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12873	00001	1018748	418064	04/26/22	859.53
	Energy Cap Bill ID=12891	00001	1018914	418388	05/04/22	6,375.34
					Account Total	<u>7,234.87</u>
					Department Total	<u><u>7,234.87</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2090</u>	<u>FO - Flatrock Facility</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12878	00050	1018750	418064	04/26/22	109.97
	Energy Cap Bill ID=12879	00050	1018751	418064	04/26/22	356.12
	Energy Cap Bill ID=12901	00050	1018921	418388	05/04/22	204.70
	Energy Cap Bill ID=12904	00050	1018922	418388	05/04/22	1,582.13
	Energy Cap Bill ID=12905	00050	1018923	418388	05/04/22	51.87
	Energy Cap Bill ID=12908	00050	1018924	418388	05/04/22	157.58
					Account Total	<u>2,462.37</u>
					Department Total	<u><u>2,462.37</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	JOHNSON CONTROLS FIRE PROTECTI	00001	1018640	417962	05/12/22	445.00
	SUNSTATE EQUIPMENT CO LLC	00001	1018646	417964	05/12/22	604.25
					Account Total	1,049.25
	Gas & Electricity					
	Energy Cap Bill ID=12876	00001	1018739	418064	04/25/22	4,015.15
	Energy Cap Bill ID=12898	00001	1018900	418388	05/03/22	3,017.00
	Energy Cap Bill ID=12900	00001	1018901	418388	05/03/22	26,148.00
					Account Total	33,180.15
	Minor Equipment					
	POTESTIO BROTHER EQUIPMENT	00001	1019093	418425	05/18/22	24.12
	POTESTIO BROTHER EQUIPMENT	00001	1019095	418425	05/18/22	298.62
	POTESTIO BROTHER EQUIPMENT	00001	1019096	418425	05/18/22	1,853.22
					Account Total	2,175.96
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12867	00001	1018740	418064	05/04/22	3,792.25
					Account Total	3,792.25
					Department Total	40,197.61

**County of Adams**  
**Vendor Payment Report**

<u>1070</u>	<u>FO - Honnen/Plan&amp;Devel/MV Ware</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12869	00001	1018733	418064	04/28/22	32.08
	Energy Cap Bill ID=12881	00001	1018734	418064	04/26/22	191.32
	Energy Cap Bill ID=12884	00001	1018890	418388	05/05/22	505.85
	Energy Cap Bill ID=12885	00001	1018891	418388	05/05/22	571.75
	Energy Cap Bill ID=12916	00001	1018892	418388	04/25/22	3,407.38
					Account Total	4,708.38
	Maintenance Contracts					
	COLO DEPT OF LABOR & EMPLOYME	00001	1019082	418412	05/18/22	30.00
	GO UP ELEVATOR INSPECTION SERV	00001	1018655	417964	05/12/22	250.00
					Account Total	280.00
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12868	00001	1018735	418064	04/20/22	160.53
					Account Total	160.53
					Department Total	5,148.91

**County of Adams**  
**Vendor Payment Report**

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12872	00001	1018741	418064	04/28/22	<u>2,716.41</u>
					Account Total	<u>2,716.41</u>
					Department Total	<u><u>2,716.41</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1071</u>	<u>FO - Justice Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12894	00001	1018893	418388	05/04/22	23,162.19
	Energy Cap Bill ID=12909	00001	1018894	418388	05/04/22	93.73
					Account Total	<u>23,255.92</u>
	Repair & Maint Supplies					
	HILLYARD - DENVER	00001	1018648	417964	05/12/22	78.15
					Account Total	<u>78.15</u>
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12888	00001	1018895	418388	03/25/22	2,283.38
	Energy Cap Bill ID=12912	00001	1018896	418388	04/27/22	3,167.63
					Account Total	<u>5,451.01</u>
					Department Total	<u><u>28,785.08</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1019</u>	<u>FO - Mailroom &amp; Dock</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Postage & Freight					
	UNITED STATES POSTAL SERVICE	00001	1018664	417966	05/12/22	124.05
					Account Total	<u>124.05</u>
					Department Total	<u><u>124.05</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1067</u>	<u>FO - Old Human Service Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Repair & Maint					
	SOUTH PLATTE CROSSING COMDOMIN	00001	1019083	418413	05/18/22	7,075.13
	SOUTH PLATTE CROSSING COMDOMIN	00001	1019084	418413	05/18/22	6,828.01
	SOUTH PLATTE CROSSING COMDOMIN	00001	1019085	418413	05/18/22	7,961.54
					Account Total	<u>21,864.68</u>
					Department Total	<u><u>21,864.68</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>1062</u>	<u>FO - Other Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	FERRELLGAS L P	00001	1018649	417964	05/12/22	524.67
	UNITED POWER (UNION REA)	00001	1018652	417964	05/12/22	60.29
					Account Total	<u>584.96</u>
					Department Total	<u><u>584.96</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1111</u>	<u>FO - Parks Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12870	00001	1018744	418064	04/25/22	466.26
	Energy Cap Bill ID=12874	00001	1018745	418064	04/25/22	224.29
	Energy Cap Bill ID=12880	00001	1018746	418064	04/25/22	61.59
	Energy Cap Bill ID=12886	00001	1018902	418388	05/05/22	99.29
	Energy Cap Bill ID=12887	00001	1018903	418388	04/25/22	649.47
	Energy Cap Bill ID=12890	00001	1018904	418388	05/04/22	72.14
	Energy Cap Bill ID=12892	00001	1018905	418388	05/04/22	83.97
	Energy Cap Bill ID=12896	00001	1018906	418388	05/04/22	183.79
	Energy Cap Bill ID=12897	00001	1018907	418388	05/04/22	6,378.90
	Energy Cap Bill ID=12907	00001	1018908	418388	05/04/22	970.98
	Energy Cap Bill ID=12910	00001	1018909	418388	05/04/22	890.75
	Energy Cap Bill ID=12914	00001	1018910	418388	04/25/22	307.19
	Energy Cap Bill ID=12917	00001	1018911	418388	04/25/22	654.97
	Energy Cap Bill ID=12918	00001	1018912	418388	04/25/22	461.10
	UNITED POWER (UNION REA)	00001	1018651	417964	05/12/22	54.19
					Account Total	11,558.88
					Department Total	11,558.88

**County of Adams**  
**Vendor Payment Report**

<u>1123</u>	<u>FO - Riverdale Animal Shelter</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12883	00001	1018749	418064	04/25/22	5,927.95
	Energy Cap Bill ID=12911	00001	1018915	418388	05/04/22	10,152.30
					Account Total	<u>16,080.25</u>
					Department Total	<u><u>16,080.25</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1112</u>	<u>FO - Sheriff HQ/Coroner Bldg</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12877	00001	1018747	418064	04/25/22	989.61
	Energy Cap Bill ID=12903	00001	1018913	418388	05/04/22	3,548.89
					Account Total	<u>4,538.50</u>
					Department Total	<u><u>4,538.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2009</u>	<u>FO - Sheriff Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12893	00001	1018916	418388	05/04/22	7,470.18
	Energy Cap Bill ID=12895	00001	1018917	418388	05/04/22	59.82
	Energy Cap Bill ID=12902	00001	1018918	418388	05/04/22	630.59
	Energy Cap Bill ID=12906	00001	1018919	418388	05/04/22	20,351.21
	Energy Cap Bill ID=12915	00001	1018920	418388	04/25/22	442.46
	UNITED POWER (UNION REA)	00001	1018654	417964	05/12/22	745.17
	XCEL ENERGY	00001	1018659	417964	05/12/22	588.36
					Account Total	30,287.79
	Water/Sewer/Sanitation					
	BRIGHTON CITY OF (WATER)	00001	1019088	418425	05/18/22	740.91
					Account Total	740.91
					Department Total	31,028.70

**County of Adams**  
**Vendor Payment Report**

<u>1075</u>	<u>FO - Strasburg/Whittier</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	AMERIGAS DENVER 1012	00001	1019076	418406	05/18/22	2,693.35
	Energy Cap Bill ID=12889	00001	1018897	418388	05/05/22	1,483.11
	Energy Cap Bill ID=12899	00001	1018898	418388	05/04/22	170.22
	Energy Cap Bill ID=12913	00001	1018899	418388	05/01/22	231.51
					Account Total	4,578.19
	Water/Sewer/Sanitation					
	Energy Cap Bill ID=12865	00001	1018737	418064	05/02/22	220.72
					Account Total	220.72
					Department Total	4,798.91

**County of Adams**  
**Vendor Payment Report**

<u>1072</u>	<u>FO - West Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	Energy Cap Bill ID=12882	00001	1018736	418064	04/28/22	8,171.34
					Account Total	8,171.34
					Department Total	8,171.34

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diversion Restitution Payable					
	LOOMIS ARMORED	00001	1018927	418391	05/18/22	400.00
	NORTH SUBURBAN MEDICAL CENTER	00001	1018925	418391	05/18/22	25.00
	ROMERO LILIANA	00001	1018926	418391	05/18/22	100.00
					Account Total	525.00
	Received not Vouchered Clrg					
	A PRECIOUS CHILD	00001	1019038	418399	05/18/22	3,862.50
	ADAMSON POLICE PRODUCTS	00001	1018939	418395	05/18/22	87.95
	ADAMSON POLICE PRODUCTS	00001	1018940	418395	05/18/22	161.91
	ADAMSON POLICE PRODUCTS	00001	1018941	418395	05/18/22	76.00
	ADAMSON POLICE PRODUCTS	00001	1019308	418521	05/19/22	98.99
	ADAMSON POLICE PRODUCTS	00001	1019309	418521	05/19/22	143.95
	ADVANCED LAUNDRY SYSTEMS	00001	1019310	418521	05/19/22	357.50
	ALEXANDRA WALKER LLC	00001	1019053	418399	05/18/22	9,500.00
	ALLIED UNIVERSAL SECURITY SERV	00001	1018862	418300	05/17/22	3,694.69
	ALMOST HOME INC	00001	1018949	418399	05/18/22	15,158.76
	ALSCO AMERICAN INDUSTRIAL	00001	1019311	418521	05/19/22	213.30
	ANGEL ARMOR LLC	00001	1018857	418300	05/17/22	3,429.28
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	356.39
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	72.27
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	356.39
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	72.27
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	72.27
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	142.88
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	142.88
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	72.27
	ARMORED KNIGHTS INC	00001	1019020	418399	05/18/22	356.39
	BABE WALLS	00001	1019046	418399	05/18/22	7,560.00
	BOB BARKER COMPANY	00001	1019313	418521	05/19/22	30,940.00
	CHARM TEX	00001	1019314	418521	05/19/22	12,980.00
	COLORADO POVERTY LAW PROJECT	00001	1018948	418399	05/18/22	5,770.82
	COMCAST BUSINESS	00001	1019328	418521	05/19/22	2,100.00
	COMMUNITY UPLIFT PARTNERSHIP	00001	1019054	418399	05/18/22	1,341.00
	CORECIVIC INC	00001	1018978	418399	05/18/22	396.00
	CORECIVIC INC	00001	1018969	418399	05/18/22	34.50



**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	CORECIVIC INC	00001	1018879	418312	05/17/22	6,073.00
	CORECIVIC INC	00001	1018880	418312	05/17/22	934.04
	CORECIVIC INC	00001	1018881	418312	05/17/22	34,903.60
	CORECIVIC INC	00001	1018882	418312	05/17/22	50,536.48
	CORECIVIC INC	00001	1018883	418312	05/17/22	2,841.60
	CORECIVIC INC	00001	1018884	418312	05/17/22	18,385.84
	CORECIVIC INC	00001	1018885	418312	05/17/22	67,275.46
	CORECIVIC INC	00001	1018886	418312	05/17/22	2,949.60
	DENVER RESCUE MISSION	00001	1019363	418587	05/20/22	66,122.86
	DENVER RESCUE MISSION	00001	1019364	418587	05/20/22	57,854.40
	DIRSEC	00001	1019115	418501	05/19/22	24,371.48
	GALLS LLC	00001	1018962	418395	05/18/22	79.40
	GALLS LLC	00001	1018964	418395	05/18/22	35.00
	GALLS LLC	00001	1018955	418395	05/18/22	114.65
	GALLS LLC	00001	1018956	418395	05/18/22	100.00
	GALLS LLC	00001	1018957	418395	05/18/22	107.30
	GALLS LLC	00001	1018952	418395	05/18/22	158.80
	GALLS LLC	00001	1018959	418395	05/18/22	315.75
	GALLS LLC	00001	1018950	418395	05/18/22	88.00
	GALLS LLC	00001	1018942	418395	05/18/22	100.00
	GALLS LLC	00001	1018943	418395	05/18/22	76.50
	GALLS LLC	00001	1018944	418395	05/18/22	31.19
	GALLS LLC	00001	1018945	418395	05/18/22	107.30
	GALLS LLC	00001	1018946	418395	05/18/22	345.75
	GALLS LLC	00001	1018947	418395	05/18/22	119.10
	GALLS LLC	00001	1018974	418395	05/18/22	555.00
	GALLS LLC	00001	1018976	418395	05/18/22	186.73
	GALLS LLC	00001	1018984	418395	05/18/22	54.65
	GALLS LLC	00001	1018985	418395	05/18/22	54.65
	GALLS LLC	00001	1018986	418395	05/18/22	90.20
	GALLS LLC	00001	1018987	418395	05/18/22	733.96
	GALLS LLC	00001	1018987	418395	05/18/22	1,930.64
	GALLS LLC	00001	1018990	418395	05/18/22	2,366.80
	GOVERNMENTJOBS.COM INC	00001	1019318	418521	05/19/22	50,241.70
	GOVERNMENTJOBS.COM INC	00001	1019320	418521	05/19/22	1,157.62
	GOVERNMENTJOBS.COM INC	00001	1019321	418521	05/19/22	1,496.25

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	HELTON & WILLIAMSEN PC	00001	1019027	418399	05/18/22	2,351.25
	HILLYARD - DENVER	00001	1019070	418399	05/18/22	242.04
	HILLYARD - DENVER	00001	1019071	418399	05/18/22	281.90
	HILLYARD - DENVER	00001	1019072	418399	05/18/22	845.70
	HILLYARD - DENVER	00001	1019332	418521	05/19/22	727.86
	HILLYARD - DENVER	00001	1019333	418521	05/19/22	172.14
	HILLYARD - DENVER	00001	1019335	418521	05/19/22	196.83
	HILLYARD - DENVER	00001	1019335	418521	05/19/22	675.24
	HP INC	00001	1019315	418521	05/19/22	17,130.60
	IDEXX DISTRIBUTION INC	00001	1018872	418312	05/17/22	318.51
	INNOVEST PORTFOLIO SOLUTIONS L	00001	1018988	418399	05/18/22	9,500.00
	INSIGHT PUBLIC SECTOR	00001	1019330	418521	05/19/22	211.53
	INTERVENTION COMMUNITY CORRECT	00001	1018977	418399	05/18/22	2,949.60
	INTERVENTION COMMUNITY CORRECT	00001	1018979	418399	05/18/22	8,248.40
	INTERVENTION COMMUNITY CORRECT	00001	1018980	418399	05/18/22	4,482.92
	INTERVENTION COMMUNITY CORRECT	00001	1018981	418399	05/18/22	61,983.20
	INTERVENTION COMMUNITY CORRECT	00001	1018970	418399	05/18/22	1,474.80
	INTERVENTION COMMUNITY CORRECT	00001	1018971	418399	05/18/22	4,916.00
	INTERVENTION COMMUNITY CORRECT	00001	1018972	418399	05/18/22	51,111.82
	INTERVENTION COMMUNITY CORRECT	00001	1018973	418399	05/18/22	5,899.20
	JACHIMIAK PETERSON LLC	00001	1018877	418312	05/17/22	12,020.50
	LRE WATER	00001	1019029	418399	05/18/22	7,336.75
	MARATHON LEADERSHIP LLC	00001	1018866	418300	05/17/22	2,250.00
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	1,955.66
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	276.68
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	1,070.68
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	254.44
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	12,763.86
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	508.34
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	1,270.90
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	1,248.92
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	265.19
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019331	418521	05/19/22	718.27
	MESA COUNTY	00001	1019045	418399	05/18/22	1,474.80
	MOORE IACOFANO GOLTSMAN INC	00001	1018993	418395	05/18/22	1,479.20
	MWI ANIMAL HEALTH	00001	1018999	418399	05/18/22	100.16

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MWI ANIMAL HEALTH	00001	1019000	418399	05/18/22	243.09
	MWI ANIMAL HEALTH	00001	1019002	418399	05/18/22	20.37
	MWI ANIMAL HEALTH	00001	1019002	418399	05/18/22	134.89
	MWI ANIMAL HEALTH	00001	1019003	418399	05/18/22	1,162.67
	MWI ANIMAL HEALTH	00001	1019004	418399	05/18/22	433.69
	MWI ANIMAL HEALTH	00001	1019005	418399	05/18/22	838.28
	OUTDOOR PROMOTIONS OF COLORADO	00001	1019030	418399	05/18/22	6,200.00
	PATTERSON VETERINARY SUPPLY IN	00001	1019006	418399	05/18/22	46.09
	PATTERSON VETERINARY SUPPLY IN	00001	1019007	418399	05/18/22	305.95
	PBC COMMERCIAL CLEANING SYSTEM	00001	1019336	418521	05/19/22	2,420.00
	PIPER COMMUNICATION SERVICES I	00001	1019075	418399	05/18/22	24,796.00
	POON BENJAMIN	00001	1019327	418521	05/19/22	3,399.60
	POWERDMS INC	00001	1019118	418501	05/19/22	24,458.44
	SENIOR HUB THE	00001	1018888	418383	05/18/22	93,614.30
	SHERMAN & HOWARD LLC	00001	1018874	418312	05/17/22	106.25
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019119	418501	05/19/22	47.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019120	418501	05/19/22	94.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019121	418501	05/19/22	43.50
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019122	418501	05/19/22	20.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019123	418501	05/19/22	236.00
	SKAGGS PUBLIC SAFETY UNIFORM &	00001	1019124	418501	05/19/22	127.85
	SNI COMPANIES	00001	1019365	418587	05/20/22	7,303.20
	STIVERS STAFFING SERVICES LLC	00001	1019324	418521	05/19/22	1,166.40
	STIVERS STAFFING SERVICES LLC	00001	1019325	418521	05/19/22	1,166.40
	STRATEGIES 360 INC	00001	1018873	418312	05/17/22	5,000.00
	SUMMIT FOOD SERVICE LLC	00001	1019316	418521	05/19/22	7,247.30
	SUMMIT FOOD SERVICE LLC	00001	1019317	418521	05/19/22	7,608.98
	TEK84 INC	00001	1019117	418501	05/19/22	8,500.00
	UKG INC	00001	1018887	418312	05/18/22	202,657.80
	UNITED SITE SERVICES	00001	1018965	418399	05/18/22	312.00
	WELLPATH LLC	00001	1019116	418501	05/19/22	890.40
	WELLPATH LLC	00001	1019113	418501	05/19/22	125,852.76
	WELLPATH LLC	00001	1019114	418501	05/19/22	634,745.41
	ZAYO GROUP HOLDINGS INC	00001	1019329	418521	05/19/22	1,235.00
					Account Total	1,873,593.97
					Department Total	1,874,118.97

**County of Adams**  
**Vendor Payment Report**

<u>9252</u>	<u>GF- Admin/Org Support</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auditing & Accounting					
	BKD LLP	00001	1019107	418429	05/18/22	218.40
	BKD LLP	00001	1019108	418429	05/18/22	946.40
					Account Total	<u>1,164.80</u>
					Department Total	<u><u>1,164.80</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	28,146.15
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	3,395.99
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	479.30
					Account Total	<u>32,021.44</u>
					Department Total	<u><u>32,021.44</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Contract Employment					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	160.66
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	19,643.98
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	2,400.05
					Account Total	22,204.69
	Golf Carts					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	1,129.00
					Account Total	1,129.00
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	597.48
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	6,586.69
					Account Total	7,184.17
	Minor Equipment					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	944.00
					Account Total	944.00
	Other Professional Serv					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	641.34
					Account Total	641.34
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	1018870	418306	05/17/22	1,295.00
					Account Total	1,295.00
					Department Total	33,398.20

**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CHILDRENS HOSPITAL	00031	1019008	418399	05/18/22	927.00
	CHILDRENS HOSPITAL	00031	1019009	418399	05/18/22	154.50
	DFA DAIRY BRANDS CORPORATE LLC	00031	1018989	418399	05/18/22	100.50
	DFA DAIRY BRANDS CORPORATE LLC	00031	1018994	418399	05/18/22	83.75
	DFA DAIRY BRANDS CORPORATE LLC	00031	1018995	418399	05/18/22	50.25
	DFA DAIRY BRANDS CORPORATE LLC	00031	1018991	418399	05/18/22	67.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1018992	418399	05/18/22	167.50
	HOLADOCTOR INC	00031	1019010	418399	05/18/22	93.66
	MIGHTY LITTLE VOICES SPEECH TH	00031	1019011	418399	05/18/22	500.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019012	418399	05/18/22	45.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019013	418399	05/18/22	60.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019014	418399	05/18/22	45.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019015	418399	05/18/22	45.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019016	418399	05/18/22	45.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019017	418399	05/18/22	67.50
	MY LINGUISTIC SOLUTIONS LLC	00031	1019018	418399	05/18/22	67.50
	MY LINGUISTIC SOLUTIONS LLC	00031	1019019	418399	05/18/22	45.00
	MY LINGUISTIC SOLUTIONS LLC	00031	1019322	418521	05/19/22	11.25
	MY LINGUISTIC SOLUTIONS LLC	00031	1019323	418521	05/19/22	102.00
	NUTRITIONKAI	00031	1018863	418300	05/17/22	1,525.00
	SYSCO DENVER	00031	1018951	418399	05/18/22	114.10
	US FOODSERVICE	00031	1018960	418399	05/18/22	50.60
	US FOODSERVICE	00031	1018961	418399	05/18/22	2,435.26
	US FOODSERVICE	00031	1018953	418399	05/18/22	1,335.99
	US FOODSERVICE	00031	1018954	418399	05/18/22	97.49
	US FOODSERVICE	00031	1018958	418399	05/18/22	466.96
	US FOODSERVICE	00031	1019326	418521	05/19/22	86.99
					Account Total	8,789.80
					Department Total	8,789.80

**County of Adams**  
**Vendor Payment Report**

<u>935122</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	PEDIATRIC THERAPY OF COLORADO	00031	1018463	417754	05/10/22	1,187.50
					Account Total	1,187.50
	Operating Supplies					
	CINTAS CORPORATION NO 2	00031	1018457	417754	05/10/22	168.92
	L & N SUPPLY COMPANY INC	00031	1018460	417754	05/10/22	569.90
	L & N SUPPLY COMPANY INC	00031	1018461	417754	05/10/22	318.50
					Account Total	1,057.32
	Postage & Freight					
	ADAMS COUNTY HUMAN SERVICES	00031	1018454	417754	05/10/22	9.36
					Account Total	9.36
	Telephone					
	CENTURY LINK	00031	1018455	417754	05/10/22	146.08
	CENTURY LINK	00031	1018456	417754	05/10/22	115.56
	CENTURY LINK	00031	1018506	417754	05/10/22	203.09
					Account Total	464.73
					Department Total	2,718.91



**County of Adams**  
**Vendor Payment Report**

<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	EMPLOYERS COUNCIL SERVICES INC	00019	1018889	418385	05/18/22	245.00
					Account Total	245.00
	Other Professional Serv					
	VERY GOOD COUNSELING	00019	1018725	417979	05/12/22	1,820.00
					Account Total	1,820.00
	Printing External					
	MINUTEMAN PRESS-BRIGHTON	00019	1018726	417979	05/12/22	2,175.60
					Account Total	2,175.60
					Department Total	4,240.60

**County of Adams**  
**Vendor Payment Report**

<u>19</u>	<u>Insurance Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	CA SHORT COMPANY	00019	1018997	418399	05/18/22	1,951.25
	CA SHORT COMPANY	00019	1018998	418399	05/18/22	7,770.00
	FITNESS TECH	00019	1018967	418399	05/18/22	560.00
	RITSEMA LAW LLC	00019	1018996	418399	05/18/22	400.00
	RITSEMA LAW LLC	00019	1019032	418399	05/18/22	1,573.00
					Account Total	12,254.25
					Department Total	12,254.25

**County of Adams**  
**Vendor Payment Report**

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	HUME JAMES	00019	1018421	417692	05/09/22	304.22
	INSIGHT AUTO GLASS LLC	00019	1018422	417692	05/09/22	170.00
	JOE'S TOWING & RECOVERY	00019	1018420	417692	05/09/22	65.00
	RAU DANIEL	00019	1018419	417692	05/09/22	2,410.70
					Account Total	2,949.92
					Department Total	2,949.92

**County of Adams**  
**Vendor Payment Report**

<u>8617</u>	<u>Insurance- Workers Comp</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Workers Compensation					
	TRISTAR RISK MANAGEMENT	00019	1018782	418182	05/16/22	<u>110,000.00</u>
					Account Total	<u>110,000.00</u>
					Department Total	<u><u>110,000.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1130</u>	<u>MM&amp;R-Painting and Caulking</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	SOUTHWESTERN PAINTING	00001	1018637	417962	05/12/22	2,012.00
	SOUTHWESTERN PAINTING	00001	1018638	417962	05/12/22	2,500.00
	SOUTHWESTERN PAINTING	00001	1018639	417962	05/12/22	620.00
					Account Total	<u>5,132.00</u>
					Department Total	<u><u>5,132.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9253</u>	<u>Office of Cultural Affairs</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Art Collection					
	HUNTER JOHANNA	00001	1018597	417947	05/12/22	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>27</u>	<u>Open Space Projects Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	HYDRO SYSTEMS KDI INC	00027	1018963	418399	05/18/22	<u>2,275.00</u>
					Account Total	<u>2,275.00</u>
					Department Total	<u><u>2,275.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>28</u>	<u>Open Space Sales Tax Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg FOOTERS CATERING	00028	1019044	418399	05/18/22	<u>1,053.75</u>
					Account Total	<u>1,053.75</u>
					Department Total	<u><u>1,053.75</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Assessment Payments					
	ALLEN DITCH CO	00001	1018761	418076	05/13/22	1,470.00
	OLIVER DITCH COMPANY	00001	1018762	418076	05/13/22	525.00
					Account Total	<u>1,995.00</u>
					Department Total	<u><u>1,995.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Regional Park Rentals					
	CHUE YEE VUE	00001	1018598	417947	05/12/22	100.00
					Account Total	100.00
	Security Service					
	CODE 4 SECURITY SERVICES LLC	00001	1018869	418303	05/17/22	156.00
					Account Total	156.00
					Department Total	256.00

**County of Adams**  
**Vendor Payment Report**

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	NORTH PECOS WATER & SANITATION	00001	1018596	417947	05/12/22	42.20
	NORTH WASHINGTON ST WATER & SA	00001	1019031	418400	05/18/22	3,319.55
	NORTH WASHINGTON ST WATER & SA	00001	1019026	418400	05/18/22	14,110.67
					Account Total	17,472.42
					Department Total	17,472.42

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	GRONQUIST, CHRISTOPHER L	00001	1018582	417875	05/11/22	65.00
	MCCREARY RAPHAEL	00001	1018579	417875	05/11/22	65.00
	STASKO THOMAS ANTON	00001	1018583	417875	05/11/22	65.00
	TONSAGER DENNIS	00001	1018581	417875	05/11/22	65.00
	WOLFE SANDRA KAY	00001	1018580	417875	05/11/22	65.00
					Account Total	<u>325.00</u>
					Department Total	<u><u>325.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>3019</u>	<u>PW - Admin/Org</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Payments To Cities-Sales Taxes					
	ARVADA CITY OF	00013	1018928	418392	05/18/22	25,109.84
	AURORA CITY OF	00013	1018929	418392	05/18/22	354,734.04
	BENNETT TOWN OF	00013	1018930	418392	05/18/22	22,888.70
	BRIGHTON CITY OF	00013	1018931	418392	05/18/22	196,062.59
	COMMERCE CITY CITY OF	00013	1018932	418392	05/18/22	234,798.19
	FEDERAL HEIGHTS CITY OF	00013	1018933	418392	05/18/22	41,165.29
	NORTHGLENN CITY OF	00013	1018934	418392	05/18/22	111,908.96
	THORNTON CITY OF	00013	1018935	418392	05/18/22	411,738.51
	WESTMINSTER CITY OF	00013	1018936	418392	05/18/22	222,451.95
					Account Total	1,620,858.07
					Department Total	1,620,858.07

**County of Adams**  
**Vendor Payment Report**

<u>3011</u>	<u>PW - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing					
	DLT SOLUTIONS LLC	00013	1018543	417840	05/11/22	11,493.10
					Account Total	11,493.10
					Department Total	11,493.10

**County of Adams**  
**Vendor Payment Report**

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	CBRE INC	00013	1018764	418094	05/13/22	4,500.00
	CBRE INC	00013	1018765	418094	05/13/22	4,500.00
	CBRE INC	00013	1018766	418094	05/13/22	4,500.00
	HC PECK & ASSOCIATES INC	00013	1018834	418284	05/17/22	206,523.00
	NATIONAL VALUATION CONSULTANTS	00013	1018546	417840	05/11/22	13,500.00
	NATIONAL VALUATION CONSULTANTS	00013	1018547	417840	05/11/22	9,500.00
	VALBRIDGE PROPERTY ADVISORS	00013	1018544	417840	05/11/22	3,500.00
					Account Total	246,523.00
	Road & Streets					
	Yafa Realty Investments LLC	00013	1018542	417840	05/11/22	75,000.00
					Account Total	75,000.00
					Department Total	321,523.00

**County of Adams**  
**Vendor Payment Report**

<u>3031</u>	<u>PW - Operations &amp; Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	EXCEL DRIVER SERVICES	00013	1018510	417823	05/11/22	1,000.00
					Account Total	1,000.00
	Other Professional Serv					
	THE CLEANING GUYS LLC	00013	1018327	417492	05/06/22	5,792.34
					Account Total	5,792.34
	Repair & Maint Supplies					
	FERRELLGAS L P	00013	1018550	417850	05/11/22	104.76
					Account Total	104.76
					Department Total	<u>6,897.10</u>



**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BFI TOWER ROAD LANDFILL	00013	1019021	418399	05/18/22	1,401.25
	BFI TOWER ROAD LANDFILL	00013	1019022	418399	05/18/22	2,171.25
	CONSOR ENGINEERS LLC	00013	1019028	418399	05/18/22	383.70
	DESIGN WORKSHOP	00013	1018983	418399	05/18/22	4,178.90
	DOUBLE R EXCAVATING INC	00013	1018968	418399	05/18/22	6,814.53
	EST INC	00013	1018878	418312	05/17/22	7,867.50
	ICON ENGINEERING INC	00013	1018875	418312	05/17/22	409.75
	ICON ENGINEERING INC	00013	1018876	418312	05/17/22	149.00
	JK TRANSPORTS INC	00013	1019033	418399	05/18/22	5,020.00
	JK TRANSPORTS INC	00013	1019034	418399	05/18/22	5,016.25
	JK TRANSPORTS INC	00013	1019035	418399	05/18/22	4,927.50
	JK TRANSPORTS INC	00013	1019036	418399	05/18/22	5,031.25
	JK TRANSPORTS INC	00013	1019037	418399	05/18/22	4,871.25
	OUTTA CONTROL DESIGNS	00013	1019041	418399	05/18/22	5,997.30
	WAYNE A MITCHELL LLC	00013	1019040	418399	05/18/22	10,292.50
					Account Total	64,531.93
					Department Total	64,531.93

**County of Adams**  
**Vendor Payment Report**

<u>94</u>	<u>Sheriff Payables</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fingerprint Cards - CBI					
	COLO BUREAU INVESTIGATION-IDEN	00094	1018855	418296	05/17/22	14,416.00
					Account Total	14,416.00
					Department Total	14,416.00

**County of Adams**  
**Vendor Payment Report**

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO BUREAU INVESTIGATION-IDEN	00001	1018861	418301	05/17/22	<u>158.00</u>
					Account Total	<u>158.00</u>
					Department Total	<u><u>158.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Concealed Handgun Permit Fees					
	BILDERAYA JR RAYMOND E	00001	1018858	418301	05/17/22	25.00
	ICE DANNY	00001	1018864	418301	05/17/22	100.00
					Account Total	<u>125.00</u>
	Public Relations					
	BRIGHTON YOUTH ASSN OF FOOTBAL	00001	1018859	418301	05/17/22	500.00
					Account Total	<u>500.00</u>
					Department Total	<u><u>625.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2015</u>	<u>SHF- Civil Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Sheriff's Fees					
	SHADE KYRA	00001	1018778	418175	05/16/22	19.00
	ALLEN & RECTOR PC	00001	1018781	418175	05/16/22	19.00
	FRANK J BALL	00001	1018769	418175	05/16/22	19.00
	GOMEZ HURTADO JAVIER	00001	1018776	418175	05/16/22	19.00
	MCMAHON HILL LLC	00001	1018777	418175	05/16/22	19.00
	MENZOR ANTHONY	00001	1018779	418175	05/16/22	66.00
	MILLER COHEN PETERSON YOUNG	00001	1018775	418175	05/16/22	19.00
	MOORE LAW GROUP APC	00001	1018768	418175	05/16/22	19.00
	NELSON AND KENNARD	00001	1018770	418175	05/16/22	26.00
	NELSON AND KENNARD	00001	1018771	418175	05/16/22	19.00
	NORIS ANTHONY	00001	1018780	418175	05/16/22	19.00
	PITLER AND ASSOCIATES	00001	1018774	418175	05/16/22	19.00
	TOP HAT FILE AND SERVE INC	00001	1018772	418175	05/16/22	19.00
	TOP HAT FILE AND SERVE INC	00001	1018773	418175	05/16/22	19.00
					Account Total	320.00
					Department Total	320.00

**County of Adams**  
**Vendor Payment Report**

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv TYGRETT DEBRA R	00001	1018867	418301	05/17/22	535.00
					Account Total	535.00
					Department Total	535.00

**County of Adams**  
**Vendor Payment Report**

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv MTN SCALES INC	00001	1018865	418301	05/17/22	192.00
					Account Total	192.00
					Department Total	192.00

**County of Adams**  
**Vendor Payment Report**

<u>4011</u>	<u>Tri County Health</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	TRI COUNTY HEALTH DEPT	00001	1019109	418432	05/18/22	6,682.86
					Account Total	6,682.86
					Department Total	6,682.86



**County of Adams**  
**Vendor Payment Report**

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Software and Licensing					
	TYLER TECHNOLOGIES INC	00001	1018844	418291	05/17/22	449.00
					Account Total	449.00
					Department Total	449.00

**County of Adams**  
**Vendor Payment Report**

<u>25</u>	<u>Waste Management Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	TECHNO RESCUE LLC	00025	1019307	418521	05/19/22	14,679.20
					Account Total	<u>14,679.20</u>
					Department Total	<u><u>14,679.20</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Equipment Maint & Repair					
	ALBERTS WATER & WASTEWATER SER	00043	1018589	417882	05/11/22	153.00
	ALBERTS WATER & WASTEWATER SER	00043	1018589	417882	05/11/22	44.80
					Account Total	197.80
					Department Total	197.80

**County of Adams**  
**Vendor Payment Report**

**Grand Total**      6,748,443.01

**County of Adams**  
**Net Warrant by Fund Summary**

<b>Fund Number</b>	<b>Fund Description</b>	<b>Amount</b>
1	General Fund	513,794.20
4	Capital Facilities Fund	989,432.13
5	Golf Course Enterprise Fund	15,762.50
6	Equipment Service Fund	236,767.40
7	Stormwater Utility Fund	1,932.00
13	Road & Bridge Fund	1,300,524.03
19	Insurance Fund	7,356.33
27	Open Space Projects Fund	3,800.00
30	Community Dev Block Grant Fund	16,790.00
31	Head Start Fund	24,136.96
34	Comm Services Blk Grant Fund	36,218.83
35	Workforce & Business Center	34,715.79
43	Colorado Air & Space Port	16,874.33
		<u>3,198,104.50</u>

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009064	383698	ALLIED UNIVERSAL SECURITY SERV	5/25/2022	6,235.23
00009065	896689	BUCKEYE CLEANING CENTER - DENV	5/25/2022	3,588.70
00009066	37193	CINA & CINA FORENSIC CONSULTIN	5/25/2022	6,600.00
00009067	373974	DAWN B HOLMES INC	5/25/2022	4,100.00
00009075	1158604	NAVEX GLOBAL INC	5/27/2022	26,167.65
00009076	1213933	PUFFENBERGER IAN JAMES	5/27/2022	5,125.00
00009077	1053561	SIEGEL THOMAS WEIL	5/27/2022	125.00
00009078	227044	SOUTHWESTERN PAINTING	5/27/2022	1,920.00
00009082	737980	WOLD ARCHITECTS AND ENGINEERS	5/27/2022	100.00
00009084	93970	ZIVARO INC	5/27/2022	100,549.54
00770695	911835	4cast LLC	5/26/2022	25,000.00
00770697	418286	A PRECIOUS CHILD	5/26/2022	2,500.00
00770700	13884	ADAMS COUNTY SHERIFF	5/26/2022	1,632.71
00770702	630412	ADVANCED LAUNDRY SYSTEMS	5/26/2022	1,276.25
00770706	228213	ARAMARK REFRESHMENT SERVICES	5/26/2022	119.40
00770709	1103492	AVOLVE SOFTWARE CORP	5/26/2022	12,150.00
00770710	993099	BAYAUD ENTERPRISES INC	5/26/2022	43,331.02
00770713	1029388	BISHOP AMBER	5/26/2022	2,500.00
00770714	2914	BOB BARKER COMPANY	5/26/2022	12,962.40
00770717	539294	BURNS FIGA & WILL P C	5/26/2022	3,634.00
00770718	463401	BUSH MELVIN E	5/26/2022	65.00
00770719	1213115	CASILLAN JOHN	5/26/2022	100.00
00770720	255194	CHAMBERS HOLDINGS LLC	5/26/2022	17,467.35
00770722	661015	CHP METRO NORTH LLC	5/26/2022	1,050.00
00770723	1226046	CHRISTENSEN MELANIE	5/26/2022	1,438.80
00770724	90518	CITRIX SYSTEMS INC	5/26/2022	30,800.00
00770726	250958	COHEN MILSTEIN SELLERS & TOLL	5/26/2022	3,425.63
00770727	5556	COLO BUREAU INVESTIGATION-IDEN	5/26/2022	553.00
00770730	42984	CORECIVIC INC	5/26/2022	7,233.00
00770731	8154	COUNTY SHERIFFS OF COLO	5/26/2022	14,100.00
00770733	40658	CROWN EQUIPMENT CORP	5/26/2022	91.00
00770735	1191434	DGEB MANAGEMENT LLC	5/26/2022	2,000.00
00770736	700466	DIRECT EDGE DENVER LLC	5/26/2022	330.96
00770739	35867	ELDORADO ARTESIAN SPRINGS INC	5/26/2022	4.00
00770743	20882	EXTENSION ACTIVITY FUND	5/26/2022	178.50
00770745	17876	FARMERS HIGH LINE CANAL & RESE	5/26/2022	1,559.25

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770747	47723	FEDEX	5/26/2022	261.52
00770749	339325	FLEXENTIAL PROFESSIONAL SERVIC	5/26/2022	1,850.01
00770751	12689	GALLS LLC	5/26/2022	6,770.00
00770756	675517	GREEN THOMAS D	5/26/2022	65.00
00770757	808845	GRONQUIST, CHRISTOPHER L	5/26/2022	65.00
00770759	486419	HIGH COUNTRY BEVERAGE	5/26/2022	1,917.50
00770760	699829	HILL'S PET NUTRITION SALES INC	5/26/2022	301.34
00770761	10864	HILLYARD - DENVER	5/26/2022	483.56
00770763	867226	HOLIFIELD TIA	5/26/2022	100.00
00770766	418327	IC CHAMBERS LP	5/26/2022	7,706.59
00770768	32276	INSIGHT PUBLIC SECTOR	5/26/2022	19,928.81
00770769	44965	INTERVENTION COMMUNITY CORRECT	5/26/2022	6,355.00
00770772	39673	MARCHUS SHELA	5/26/2022	778.50
00770773	94055	MCALLISTER JEAN G	5/26/2022	500.00
00770774	871154	MEI TOTAL ELEVATOR SOLUTIONS	5/26/2022	298.50
00770775	729564	METRO TRANSPORTATION PLANNING	5/26/2022	6,526.35
00770776	13720	MOTOROLA SOLUTIONS INC	5/26/2022	500.00
00770777	13591	MWI ANIMAL HEALTH	5/26/2022	4,539.53
00770779	725673	PACIFIC OFFICE AUTOMATION INC	5/26/2022	20.34
00770780	516994	PARK 12 HUNDRED OWNERS ASSOCIA	5/26/2022	16,737.00
00770781	612089	PBC COMMERCIAL CLEANING SYSTEM	5/26/2022	1,100.00
00770782	4714	PLOTTER SUPPLIES INC	5/26/2022	5,902.00
00770783	8348	PUEBLO COUNTY GOVERNMENT	5/26/2022	920.00
00770784	1275960	PURCHASE POWER	5/26/2022	33.62
00770788	1029870	SANTIAGOS MEXICAN RESTURANT	5/26/2022	25.00
00770790	49221	SELETRON TECHNOLOGIES INC	5/26/2022	19,465.00
00770792	45988	SHI INTERNATIONAL CORP	5/26/2022	2,343.75
00770793	518052	SOUTHERN GLAZER'S WINE & SPIRI	5/26/2022	1,924.52
00770794	51001	SOUTHLAND MEDICAL LLC	5/26/2022	521.88
00770795	32686	SPECIALTY INCENTIVES INC	5/26/2022	616.08
00770797	42818	STATE OF COLORADO	5/26/2022	28.71
00770798	42818	STATE OF COLORADO	5/26/2022	62.28
00770799	42818	STATE OF COLORADO	5/26/2022	50.02
00770800	42818	STATE OF COLORADO	5/26/2022	362.95
00770801	42818	STATE OF COLORADO	5/26/2022	69.26
00770802	42818	STATE OF COLORADO	5/26/2022	781.28

## Net Warrants by Fund Detail

1      General Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770803	42818	STATE OF COLORADO	5/26/2022	906.60
00770804	42818	STATE OF COLORADO	5/26/2022	13,072.01
00770805	42818	STATE OF COLORADO	5/26/2022	1.33
00770806	42818	STATE OF COLORADO	5/26/2022	9.67
00770807	42818	STATE OF COLORADO	5/26/2022	1,113.29
00770808	42818	STATE OF COLORADO	5/26/2022	6,497.03
00770809	42818	STATE OF COLORADO	5/26/2022	238.95
00770810	42818	STATE OF COLORADO	5/26/2022	2,283.40
00770811	93290	STOEFFLER REBECCA E	5/26/2022	58.12
00770812	293662	SUMMIT LABORATORIES INC	5/26/2022	519.00
00770818	1094	TRI COUNTY HEALTH DEPT	5/26/2022	8,097.07
00770819	1240463	TRILOGY MEDWASTE WEST LLC	5/26/2022	875.00
00770820	666214	TYGRET DEBRA R	5/26/2022	520.00
00770822	51179	UNITED PARCEL SERVICE INC	5/26/2022	72.55
00770833	35731	VERIZON	5/26/2022	120.03
00770835	28566	VERIZON WIRELESS	5/26/2022	322.76
00770836	28617	VERIZON WIRELESS	5/26/2022	2,277.34
00770838	1279827	VERTOSOFT LLC	5/26/2022	21,000.00
00770840	1268301	VOLLAND MARC LAURENCE	5/26/2022	65.00
00770843	40340	WINDSTREAM COMMUNICATIONS	5/26/2022	1,536.98
00770844	13822	XCEL ENERGY	5/26/2022	199.42
00770845	13822	XCEL ENERGY	5/26/2022	2,628.50
00770846	13822	XCEL ENERGY	5/26/2022	1,426.11
00770847	13822	XCEL ENERGY	5/26/2022	29.75
<b>Fund Total</b>				<b>513,794.20</b>



## Net Warrants by Fund Detail

4Capital Facilities Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009069	346412	JPMORGAN CHASE BANK	5/25/2022	52,613.25
00009083	737980	WOLD ARCHITECTS AND ENGINEERS	5/27/2022	4,000.00
00770696	911835	4cast LLC	5/26/2022	20,000.00
00770746	33577	FCI CONSTRUCTORS INC	5/26/2022	886,268.85
00770758	12812	GROUND ENGINEERING CONSULTANTS	5/26/2022	2,962.00
00770786	844969	RLH ENGINEERING INC	5/26/2022	1,089.14
00770796	740359	STANTEC ARCHITECTURE INC	5/26/2022	21,548.89
00770815	498722	THERMAL & MOISTURE PROTECTION	5/26/2022	950.00
<b>Fund Total</b>				<b>989,432.13</b>

## Net Warrants by Fund Detail

5 Golf Course Enterprise Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009071	6177	PROFESSIONAL RECREATION MGMT I	5/25/2022	1,521.90
00770823	1007	UNITED POWER (UNION REA)	5/26/2022	195.71
00770824	1007	UNITED POWER (UNION REA)	5/26/2022	2,373.46
00770825	1007	UNITED POWER (UNION REA)	5/26/2022	3,839.53
00770826	1007	UNITED POWER (UNION REA)	5/26/2022	4,252.73
00770827	1007	UNITED POWER (UNION REA)	5/26/2022	873.59
00770828	1007	UNITED POWER (UNION REA)	5/26/2022	30.64
00770829	1007	UNITED POWER (UNION REA)	5/26/2022	138.71
00770848	13822	XCEL ENERGY	5/26/2022	960.54
00770849	13822	XCEL ENERGY	5/26/2022	1,575.69
<b>Fund Total</b>				<b>15,762.50</b>

## Net Warrants by Fund Detail

6      Equipment Service Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770705	65983	ALSCO	5/26/2022	359.10
00770711	32682	BEARCOM WIRELESS WORLDWIDE	5/26/2022	879.44
00770715	31729	BOBCAT OF THE ROCKIES	5/26/2022	69,801.00
00770742	101591	ET TECHNOLOGIES INC	5/26/2022	381.00
00770748	541231	FINELINE GRAPHICS	5/26/2022	122.90
00770750	44124	FORCE AMERICA	5/26/2022	600.00
00770752	378252	GCR TIRES AND SERVICE	5/26/2022	589.00
00770764	4170	HONNEN EQUIPMENT CO	5/26/2022	27,684.13
00770767	682207	INSIGHT AUTO GLASS LLC	5/26/2022	528.88
00770787	16237	SAM HILL OIL INC	5/26/2022	131,875.80
00770814	790907	THE GOODYEAR TIRE AND RUBBER C	5/26/2022	3,681.71
00770816	25537	THERMO FLUIDS	5/26/2022	264.44
<b>Fund Total</b>				<b>236,767.40</b>

**County of Adams**  
**Net Warrants by Fund Detail**

7

**Stormwater Utility Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009072	374481	THE MASTERS TOUCH LLC	5/25/2022	1,932.00
<b>Fund Total</b>				<b>1,932.00</b>

## Net Warrants by Fund Detail

**13****Road & Bridge Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009074	26746	FELSBURG HOLT & ULLEVIG	5/27/2022	30,000.00
00770701	1565	ADCO CLERK OF COUNTY COURT	5/26/2022	225,430.00
00770703	13074	ALBERT FREI & SONS INC	5/26/2022	11,028.05
00770704	9507	ALLIED RECYCLED AGGREGATES	5/26/2022	21,339.97
00770712	49497	BFI TOWER ROAD LANDFILL	5/26/2022	5,420.25
00770716	8909	BRANNAN SAND & GRAVEL COMPANY	5/26/2022	577.04
00770737	128693	DREXEL BARRELL & CO	5/26/2022	9,384.00
00770740	1004863	ELITE SURFACE INFRASTRUCTURE	5/26/2022	579,317.76
00770741	534975	EP&A ENVIROTAC INC	5/26/2022	82,768.00
00770754	1156223	GEOCAL INC	5/26/2022	2,584.51
00770765	435508	HUITT-ZOLLARS INC	5/26/2022	2,565.00
00770770	506641	JK TRANSPORTS INC	5/26/2022	2,833.75
00770789	1184363	SCOTT CONTRACTING	5/26/2022	313,275.70
00770832	1255283	VALBRIDGE PROPERTY ADVISORS	5/26/2022	14,000.00
<b>Fund Total</b>				<b>1,300,524.03</b>

## Net Warrants by Fund Detail

19Insurance Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770771	13771	JOE'S TOWING & RECOVERY	5/26/2022	270.00
00770791	1031727	SGR	5/26/2022	5,039.50
00770817	1177062	TRACEPOINT LLC	5/26/2022	162.50
00770821	37507	UNITED HEALTHCARE	5/26/2022	1,831.68
00770834	35731	VERIZON	5/26/2022	52.65
<b>Fund Total</b>				<b>7,356.33</b>

**County of Adams**  
**Net Warrants by Fund Detail**

27

**Open Space Projects Fund**

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770738	33977	E R O RESOURCES CORP	5/26/2022	3,800.00
<b>Fund Total</b>				<b>3,800.00</b>

Net Warrants by Fund Detail

30      Community Dev Block Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009079	29064	TIERRA ROJO CORPORATION	5/27/2022	4,500.00
00009080	29064	TIERRA ROJO CORPORATION	5/27/2022	5,540.00
00009081	29064	TIERRA ROJO CORPORATION	5/27/2022	6,750.00
<b>Fund Total</b>				<b>16,790.00</b>



## Net Warrants by Fund Detail

31Head Start Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770728	248029	COMMUNITY REACH CENTER FOUNDAT	5/26/2022	6,515.84
00770734	1052031	DFA DAIRY BRANDS CORPORATE LLC	5/26/2022	1,313.73
00770753	971545	GENESIS FLOOR CARE OF COLORADO	5/26/2022	6,796.76
00770755	834853	GETHSEMANE LUTHERAN CHURCH	5/26/2022	6,408.00
00770762	1102078	HOLADOCTOR INC	5/26/2022	88.56
00770778	1253030	MY LINGUISTIC SOLUTIONS LLC	5/26/2022	51.00
00770830	42541	US FOODSERVICE	5/26/2022	566.96
00770831	42541	US FOODSERVICE	5/26/2022	83.42
00770841	31360	WESTMINSTER PRESBYTERIAN CHURC	5/26/2022	2,312.69
<b>Fund Total</b>				<b>24,136.96</b>

Net Warrants by Fund Detail

34

Comm Services Blk Grant Fund

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770744	8818069	FAMILY TREE INC	5/26/2022	2,028.48
00770852	44825	GROWING HOME INC	5/26/2022	13,601.95
00770853	189016	PROJECT ANGEL HEART	5/26/2022	20,588.40
<b>Fund Total</b>				<b>36,218.83</b>

## Net Warrants by Fund Detail

35Workforce & Business Center

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00770698	1280861	ACTIVATE WORK INC	5/26/2022	10,000.00
00770699	93203	ADAMS COUNTY EDUCATION CONSORT	5/26/2022	250.00
00770721	46063	CHFA	5/26/2022	1,120.16
00770729	1276528	COONEY MARY D	5/26/2022	1,150.00
00770732	1175929	CRANE AND RIGGING CONSULTANTS	5/26/2022	13,000.00
00770785	346261	RESERVE AT THORNTON I	5/26/2022	3,003.00
00770839	842707	VINTAGE CORPORATION	5/26/2022	1,625.00
00770842	1276751	WILLOW STREET RESIDENCES LLLP	5/26/2022	1,348.00
00770850	13822	XCEL ENERGY	5/26/2022	319.63
00770851	1280494	ZAKHARYAN ARMEN	5/26/2022	2,900.00
<b>Fund Total</b>				<b>34,715.79</b>

## Net Warrants by Fund Detail

43Colorado Air & Space Port

<u>Warrant</u>	<u>Supplier No</u>	<u>Supplier Name</u>	<u>Warrant Date</u>	<u>Amount</u>
00009068	1168461	FUZION FIELD SERVICES LLC	5/25/2022	514.80
00009070	80249	OFFEN PETROLEUM INC	5/25/2022	2,524.00
00009073	771079	COMMERCIAL SPACEFLIGHT FEDERAT	5/27/2022	7,475.00
00770707	228213	ARAMARK REFRESHMENT SERVICES	5/26/2022	251.37
00770708	351622	AURORA WATER	5/26/2022	2,676.18
00770725	852482	CLEARWAY ENERGY GROUP LLC	5/26/2022	2,374.53
00770813	80267	SWIMS DISPOSAL	5/26/2022	400.00
00770837	80279	VERIZON WIRELESS	5/26/2022	658.45
			<b>Fund Total</b>	<b>16,874.33</b>

**County of Adams**  
**Net Warrants by Fund Detail**

**Grand Total**      3,198,104.50

**County of Adams**  
**Vendor Payment Report**

<u>2051</u>	<u>ANS - Admin &amp; Customer Care</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	ARAMARK REFRESHMENT SERVICES	00001	1019538	418916	5/25/2022	<u>119.40</u>
					Account Total	<u>119.40</u>
					Department Total	<u><u>119.40</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1011</u>	<u>Board of County Commissioners</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Events					
	A PRECIOUS CHILD	00001	1019507	418902	5/25/2022	<u>2,500.00</u>
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>2,500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1044</u>	<u>CA- SS Dependency/Neglect</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	PUEBLO COUNTY GOVERNMENT	00001	1019399	418698	5/23/2022	<u>920.00</u>
					Account Total	<u>920.00</u>
					Department Total	<u><u>920.00</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>4</u>	<u>Capital Facilities Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Cash With Trustee					
	JPMORGAN CHASE BANK	00004	1019415	418757	5/24/2022	52,613.25
					Account Total	52,613.25
	Received not Vouchered Clrg					
	4cast LLC	00004	1019653	419037	5/26/2022	3,500.00
	4cast LLC	00004	1019653	419037	5/26/2022	2,000.00
	4cast LLC	00004	1019653	419037	5/26/2022	1,500.00
	4cast LLC	00004	1019653	419037	5/26/2022	3,500.00
	4cast LLC	00004	1019653	419037	5/26/2022	2,500.00
	4cast LLC	00004	1019653	419037	5/26/2022	2,000.00
	4cast LLC	00004	1019653	419037	5/26/2022	2,000.00
	4cast LLC	00004	1019653	419037	5/26/2022	3,000.00
	FCI CONSTRUCTORS INC	00004	1019642	419037	5/26/2022	932,914.58
	GROUND ENGINEERING CONSULTANTS	00004	1019647	419037	5/26/2022	2,962.00
	RLH ENGINEERING INC	00004	1019651	419037	5/26/2022	1,089.14
	STANTEC ARCHITECTURE INC	00004	1019641	419037	5/26/2022	21,516.13
	STANTEC ARCHITECTURE INC	00004	1019641	419037	5/26/2022	32.76
	THERMAL & MOISTURE PROTECTION	00004	1019646	419037	5/26/2022	950.00
	WOLD ARCHITECTS AND ENGINEERS	00004	1019689	419130	5/27/2022	4,000.00
					Account Total	983,464.61
	Retainages Payable					
	FCI CONSTRUCTORS INC	00004	1019642	419037	5/26/2022	46,645.73-
					Account Total	46,645.73-
					Department Total	989,432.13

**County of Adams**  
**Vendor Payment Report**

<u>4302</u>	<u>CASP Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	1019403	418700	5/23/2022	100.55
					Account Total	100.55
	Telephone					
	VERIZON WIRELESS	00043	1019410	418700	5/23/2022	618.44
					Account Total	618.44
	Water/Sewer/Sanitation					
	FUZION FIELD SERVICES LLC	00043	1019486	418808	5/24/2022	440.00
	FUZION FIELD SERVICES LLC	00043	1019486	418808	5/24/2022	74.80
	SWIMS DISPOSAL	00043	1019409	418700	5/23/2022	400.00
					Account Total	914.80
					Department Total	1,633.79

**County of Adams**  
**Vendor Payment Report**

<u>4303</u>	<u>CASP FBO</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Coffee					
	ARAMARK REFRESHMENT SERVICES	00043	1019403	418700	5/23/2022	150.82
					Account Total	<u>150.82</u>
	Telephone					
	VERIZON WIRELESS	00043	1019410	418700	5/23/2022	40.01
					Account Total	<u>40.01</u>
					Department Total	<u><u>190.83</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4304</u>	<u>CASP Operations/Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	CLEARWAY ENERGY GROUP LLC	00043	1019406	418700	5/23/2022	1,143.35
	CLEARWAY ENERGY GROUP LLC	00043	1019407	418700	5/23/2022	713.83
	CLEARWAY ENERGY GROUP LLC	00043	1019408	418700	5/23/2022	517.35
					Account Total	2,374.53
	Gasoline					
	OFFEN PETROLEUM INC	00043	1019402	418699	5/23/2022	2,524.00
					Account Total	2,524.00
					Department Total	4,898.53

**County of Adams**  
**Vendor Payment Report**

<u>941018</u>	<u>CDBG 2018/2019</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Institutions					
	TIERRA ROJO CORPORATION	00030	1019483	418806	5/24/2022	5,540.00
	TIERRA ROJO CORPORATION	00030	1019474	418801	5/24/2022	4,500.00
	TIERRA ROJO CORPORATION	00030	1019497	418812	5/24/2022	6,750.00
					Account Total	<u>16,790.00</u>
					Department Total	<u><u>16,790.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1013</u>	<u>County Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	BURNS FIGA & WILL P C	00001	1019401	418698	5/23/2022	3,634.00
					Account Total	3,634.00
	Court Reporting Transcripts					
	STOEFLER REBECCA E	00001	1019398	418698	5/23/2022	58.12
					Account Total	58.12
	Software and Licensing					
	NAVEX GLOBAL INC	00001	1019685	419130	5/27/2022	.30
					Account Total	.30
					Department Total	3,692.42

**County of Adams**  
**Vendor Payment Report**

<u>2031</u>	<u>County Coroner</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	CROWN LIFT TRUCKS	00001	1018804	418256	5/17/2022	91.00
					Account Total	91.00
	Medical Services					
	CINA & CINA FORENSIC CONSULTIN	00001	1019404	418701	5/23/2022	6,600.00
	DAWN B HOLMES INC	00001	1019392	418689	5/23/2022	4,100.00
	PUFFENBERGER IAN JAMES	00001	1019640	419035	5/26/2022	5,125.00
					Account Total	15,825.00
	Operating Supplies					
	ELDORADO ARTESIAN SPRINGS INC	00001	1018799	418256	5/17/2022	4.00
	SOUTHLAND MEDICAL LLC	00001	1018803	418256	5/17/2022	521.88
					Account Total	525.88
	Other Professional Serv					
	FEDEX	00001	1018801	418256	5/17/2022	261.52
	TRILOGY MEDWASTE WEST LLC	00001	1018802	418256	5/17/2022	875.00
	UNITED PARCEL SERVICE INC	00001	1018800	418256	5/17/2022	72.55
					Account Total	1,209.07
	Postage & Freight					
	PURCHASE POWER	00001	1018805	418256	5/17/2022	33.62
					Account Total	33.62
					Department Total	<u>17,684.57</u>

**County of Adams**  
**Vendor Payment Report**

<u>1031</u>	<u>County Treasurer</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Office Equip Rep & Maint					
	PACIFIC OFFICE AUTOMATION INC	00001	1019395	418695	5/23/2022	<u>20.34</u>
					Account Total	<u>20.34</u>
					Department Total	<u><u>20.34</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>951016</u>	<u>CSBG</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	FAMILY TREE INC	00034	1019338	418523	5/19/2022	2,028.48
	GROWING HOME INC	00034	1018715	417975	5/12/2022	12,668.16
	GROWING HOME INC	00034	1018723	417975	5/12/2022	933.79
	PROJECT ANGEL HEART	00034	1018727	417975	5/12/2022	11,799.20
	PROJECT ANGEL HEART	00034	1018730	417975	5/12/2022	8,789.20
					Account Total	36,218.83
					Department Total	36,218.83

**County of Adams**  
**Vendor Payment Report**

<u>1051</u>	<u>District Attorney</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Court Reporting Transcripts					
	MARCHUS SHELA	00001	1019519	418905	5/25/2022	<u>778.50</u>
					Account Total	<u>778.50</u>
	Other Professional Serv					
	MCALLISTER JEAN G	00001	1019521	418905	5/25/2022	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>1,278.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6</u>	<u>Equipment Service Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	BOBCAT OF THE ROCKIES	00006	1019553	418923	5/25/2022	69,801.00
	HONNEN EQUIPMENT CO	00006	1019554	418923	5/25/2022	27,684.13
	INSIGHT AUTO GLASS LLC	00006	1019544	418923	5/25/2022	231.12
	INSIGHT AUTO GLASS LLC	00006	1019545	418923	5/25/2022	257.76
	INSIGHT AUTO GLASS LLC	00006	1019546	418923	5/25/2022	40.00
	SAM HILL OIL INC	00006	1019555	418923	5/25/2022	10,767.81
	SAM HILL OIL INC	00006	1019556	418923	5/25/2022	4,260.13
	SAM HILL OIL INC	00006	1019557	418923	5/25/2022	24,843.66
	SAM HILL OIL INC	00006	1019540	418923	5/25/2022	40,278.50
	SAM HILL OIL INC	00006	1019541	418923	5/25/2022	17,938.33
	SAM HILL OIL INC	00006	1019542	418923	5/25/2022	2,111.26
	SAM HILL OIL INC	00006	1019543	418923	5/25/2022	31,676.11
	THE GOODYEAR TIRE AND RUBBER C	00006	1019547	418923	5/25/2022	1,476.40
	THE GOODYEAR TIRE AND RUBBER C	00006	1019548	418923	5/25/2022	846.19
	THE GOODYEAR TIRE AND RUBBER C	00006	1019550	418923	5/25/2022	1,359.12
					Account Total	233,571.52
					Department Total	233,571.52

**County of Adams**  
**Vendor Payment Report**

<u>9244</u>	<u>Extension- 4-H/Youth</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	EXTENSION ACTIVITY FUND	00001	1019433	418767	5/24/2022	<u>178.50</u>
					Account Total	<u>178.50</u>
					Department Total	<u><u>178.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>9111</u>	<u>Fleet - Admin</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Fuel, Gas & Oil					
	ET TECHNOLOGIES INC	00006	1019104	418427	5/18/2022	381.00
					Account Total	381.00
	Oil					
	THERMO FLUIDS	00006	1019416	418759	5/24/2022	264.44
					Account Total	264.44
	Vehicles & Equipment					
	BEARCOM	00006	1019105	418427	5/18/2022	799.44
	BEARCOM	00006	1019106	418427	5/18/2022	80.00
					Account Total	879.44
					Department Total	1,524.88

**County of Adams**  
**Vendor Payment Report**

<u>9114</u>	<u>Fleet - Commerce City</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	FINELINE GRAPHICS	00006	1019103	418427	5/18/2022	122.90
	FORCE AMERICA	00006	1019098	418427	5/18/2022	120.00
	FORCE AMERICA	00006	1019100	418427	5/18/2022	240.00
	FORCE AMERICA	00006	1019101	418427	5/18/2022	240.00
					Account Total	722.90
	Uniforms & Cleaning					
	ALSCO	00006	1019092	418427	5/18/2022	179.55
	ALSCO	00006	1019094	418427	5/18/2022	179.55
					Account Total	359.10
	Vehicle Repair & Maint					
	GCR TIRES AND SERVICE	00006	1019102	418427	5/18/2022	589.00
					Account Total	589.00
					Department Total	1,671.00

**County of Adams**  
**Vendor Payment Report**

<u>3165</u>	<u>Fleet/Public Works Bldg Constr</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Buildings					
	XCEL ENERGY	00004	1019125	418510	5/19/2022	2,628.50
	XCEL ENERGY	00004	1019126	418510	5/19/2022	1,426.11
					Account Total	4,054.61
					Department Total	4,054.61

**County of Adams**  
**Vendor Payment Report**

<u>1091</u>	<u>FO - Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	CHAMBERS HOLDINGS LLC	00001	1019506	418901	5/25/2022	17,467.35
	IC CHAMBERS LP	00001	1019505	418901	5/25/2022	7,706.59
					Account Total	<u>25,173.94</u>
					Department Total	<u><u>25,173.94</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>1077</u>	<u>FO - Government Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	MEI TOTAL ELEVATOR SOLUTIONS	00001	1019503	418901	5/25/2022	298.50
	SUMMIT LABORATORIES INC	00001	1019504	418901	5/25/2022	519.00
					Account Total	<u>817.50</u>
					Department Total	<u><u>817.50</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1079</u>	<u>FO - Human Services Center</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Repair & Maint					
	PARK 12 HUNDRED OWNERS ASSOCIA	00001	1019502	418901	5/25/2022	<u>16,737.00</u>
					Account Total	<u>16,737.00</u>
					Department Total	<u><u>16,737.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1062</u>	<u>FO - Other Facilities</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Maintenance Contracts					
	VERIZON	00001	1019501	418901	5/25/2022	120.03
					Account Total	120.03
					Department Total	120.03

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Diversion Restitution Payable					
	CASILLAN JOHN	00001	1019516	418905	5/25/2022	100.00
	DGEB MANAGEMENT LLC	00001	1019514	418905	5/25/2022	2,000.00
	SANTIAGOS MEXICAN RESTURANT	00001	1019517	418905	5/25/2022	25.00
					Account Total	2,125.00
	Received not Vouchered Clrg					
	4cast LLC	00001	1019652	419037	5/26/2022	2,000.00
	4cast LLC	00001	1019652	419037	5/26/2022	2,000.00
	4cast LLC	00001	1019652	419037	5/26/2022	1,000.00
	4cast LLC	00001	1019652	419037	5/26/2022	20,000.00
	ADVANCED LAUNDRY SYSTEMS	00001	1019663	419014	5/26/2022	1,276.25
	ALLIED UNIVERSAL SECURITY SERV	00001	1019536	418914	5/25/2022	6,235.23
	AVOLVE SOFTWARE CORP	00001	1019618	419013	5/26/2022	12,150.00
	BAYAUD ENTERPRISES INC	00001	1019551	418923	5/25/2022	16,725.37
	BAYAUD ENTERPRISES INC	00001	1019552	418923	5/25/2022	26,605.65
	BOB BARKER COMPANY	00001	1019661	419014	5/26/2022	12,962.40
	BUCKEYE CLEANING CENTER - DENV	00001	1019534	418914	5/25/2022	3,588.70
	CHP METRO NORTH LLC	00001	1019617	419013	5/26/2022	1,050.00
	CITRIX SYSTEMS INC	00001	1019626	419013	5/26/2022	30,800.00
	COHEN MILSTEIN SELLERS & TOLL	00001	1019576	418934	5/25/2022	3,425.63
	CORECIVIC INC	00001	1019644	419037	5/26/2022	4,708.00
	CORECIVIC INC	00001	1019645	419037	5/26/2022	2,525.00
	FLEXENTIAL PROFESSIONAL SERVIC	00001	1019571	418934	5/25/2022	1,850.01
	GALLS LLC	00001	1019662	419014	5/26/2022	6,770.00
	HIGH COUNTRY BEVERAGE	00001	1019572	418934	5/25/2022	1,917.50
	HILL'S PET NUTRITION SALES INC	00001	1019656	419014	5/26/2022	301.34
	HILLYARD - DENVER	00001	1019649	419037	5/26/2022	287.54
	HILLYARD - DENVER	00001	1019650	419037	5/26/2022	196.02
	INSIGHT PUBLIC SECTOR	00001	1019658	419014	5/26/2022	10,261.34
	INSIGHT PUBLIC SECTOR	00001	1019659	419014	5/26/2022	9,667.47
	INTERVENTION COMMUNITY CORRECT	00001	1019648	419037	5/26/2022	6,355.00
	MWI ANIMAL HEALTH	00001	1019564	418934	5/25/2022	59.66
	MWI ANIMAL HEALTH	00001	1019565	418934	5/25/2022	90.20
	MWI ANIMAL HEALTH	00001	1019566	418934	5/25/2022	48.42
	MWI ANIMAL HEALTH	00001	1019567	418934	5/25/2022	735.00

**County of Adams**  
**Vendor Payment Report**

<u>1</u>	<u>General Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	MWI ANIMAL HEALTH	00001	1019568	418934	5/25/2022	2,428.30
	MWI ANIMAL HEALTH	00001	1019569	418934	5/25/2022	1,177.95
	NAVEX GLOBAL INC	00001	1019685	419130	5/27/2022	26,167.35
	PLOTTER SUPPLIES INC	00001	1019622	419014	5/26/2022	5,902.00
	SELECTRON TECHNOLOGIES INC	00001	1019657	419014	5/26/2022	19,465.00
	SHI INTERNATIONAL CORP	00001	1019655	419014	5/26/2022	2,343.75
	SIEGEL THOMAS WEIL	00001	1019684	419130	5/27/2022	125.00
	SOUTHERN GLAZER'S WINE & SPIRI	00001	1019573	418934	5/25/2022	1,924.52
	SOUTHWESTERN PAINTING	00001	1019686	419130	5/27/2022	381.00
	SOUTHWESTERN PAINTING	00001	1019687	419130	5/27/2022	409.00
	SOUTHWESTERN PAINTING	00001	1019688	419130	5/27/2022	1,130.00
	STATE OF COLORADO	00001	1019581	419010	5/26/2022	28.71
	STATE OF COLORADO	00001	1019582	419010	5/26/2022	62.28
	STATE OF COLORADO	00001	1019583	419010	5/26/2022	50.02
	STATE OF COLORADO	00001	1019584	419010	5/26/2022	362.95
	STATE OF COLORADO	00001	1019585	419010	5/26/2022	69.26
	STATE OF COLORADO	00001	1019586	419010	5/26/2022	781.28
	STATE OF COLORADO	00001	1019587	419010	5/26/2022	906.60
	STATE OF COLORADO	00001	1019588	419010	5/26/2022	13,072.01
	STATE OF COLORADO	00001	1019589	419010	5/26/2022	1.33
	STATE OF COLORADO	00001	1019590	419010	5/26/2022	9.67
	STATE OF COLORADO	00001	1019591	419010	5/26/2022	1,113.29
	STATE OF COLORADO	00001	1019592	419010	5/26/2022	6,497.03
	STATE OF COLORADO	00001	1019593	419010	5/26/2022	238.95
	STATE OF COLORADO	00001	1019594	419010	5/26/2022	2,283.40
	VERTOSOFT LLC	00001	1019654	419037	5/26/2022	21,000.00
	WOLD ARCHITECTS AND ENGINEERS	00001	1019690	419130	5/27/2022	100.00
	ZIVARO INC	00001	1019691	419130	5/27/2022	100,549.54
					Account Total	394,171.92
					Department Total	396,296.92

**County of Adams**  
**Vendor Payment Report**

<u>5026</u>	<u>Golf Course- Maintenance</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	1018786	418185	5/16/2022	3,839.53
	UNITED POWER (UNION REA)	00005	1018787	418185	5/16/2022	4,252.73
	UNITED POWER (UNION REA)	00005	1018788	418185	5/16/2022	873.59
	UNITED POWER (UNION REA)	00005	1018789	418185	5/16/2022	30.64
	UNITED POWER (UNION REA)	00005	1018790	418185	5/16/2022	138.71
	XCEL ENERGY	00005	1018791	418185	5/16/2022	960.54
	XCEL ENERGY	00005	1018792	418185	5/16/2022	651.24
					Account Total	10,746.98
	Membership Dues					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	430.00
					Account Total	430.00
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	231.83
					Account Total	231.83
					Department Total	11,408.81

**County of Adams**  
**Vendor Payment Report**

<u>5021</u>	<u>Golf Course- Pro Shop</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Repair & Maint					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	348.00
					Account Total	348.00
	Equipment Rental					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	185.13
					Account Total	185.13
	Gas & Electricity					
	UNITED POWER (UNION REA)	00005	1018784	418185	5/16/2022	195.71
	UNITED POWER (UNION REA)	00005	1018785	418185	5/16/2022	2,373.46
	XCEL ENERGY	00005	1018792	418185	5/16/2022	924.45
					Account Total	3,493.62
	Golf Club Repair					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	549.00-
					Account Total	549.00-
	Insurance Premiums					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	62.21
					Account Total	62.21
	Security Service					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	647.50
					Account Total	647.50
	Telephone					
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	101.02
	PROFESSIONAL RECREATION MGMT I	00005	1019526	418908	5/25/2022	65.21
					Account Total	166.23
					Department Total	4,353.69

**County of Adams**  
**Vendor Payment Report**

<u>98600</u>	<u>Governor's Summer Job Hunt</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Governor's Summer Job Hunt					
	ADAMS COUNTY EDUCATION CONSORT	00035	1019342	418307	5/19/2022	<u>250.00</u>
					Account Total	<u>250.00</u>
					Department Total	<u><u>250.00</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>31</u>	<u>Head Start Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019628	419010	5/26/2022	83.75
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019629	419010	5/26/2022	85.75
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019623	419013	5/26/2022	67.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019595	419010	5/26/2022	102.90
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019596	419010	5/26/2022	68.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019597	419010	5/26/2022	68.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019599	419010	5/26/2022	34.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019600	419010	5/26/2022	34.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019601	419010	5/26/2022	102.90
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019602	419010	5/26/2022	68.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019603	419010	5/26/2022	34.30
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019604	419010	5/26/2022	68.60
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019605	419010	5/26/2022	134.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019606	419010	5/26/2022	67.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019607	419010	5/26/2022	41.88
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019608	419010	5/26/2022	67.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019609	419010	5/26/2022	67.00
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019610	419010	5/26/2022	50.25
	DFA DAIRY BRANDS CORPORATE LLC	00031	1019611	419010	5/26/2022	67.00
	GENESIS FLOOR CARE OF COLORADO	00031	1019624	419013	5/26/2022	3,010.00
	GENESIS FLOOR CARE OF COLORADO	00031	1019625	419013	5/26/2022	3,786.76
	HOLADOCTOR INC	00031	1019627	419013	5/26/2022	17.46
	HOLADOCTOR INC	00031	1019561	418934	5/25/2022	71.10
	MY LINGUISTIC SOLUTIONS LLC	00031	1019563	418934	5/25/2022	51.00
					Account Total	8,250.05
					Department Total	8,250.05

**County of Adams**  
**Vendor Payment Report**

<u>935122</u>	<u>HHS Grant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Building Rental					
	COMMUNITY REACH CENTER FOUNDAT	00031	1018849	418293	5/17/2022	6,515.84
	GETHSEMANE LUTHERAN CHURCH	00031	1018850	418293	5/17/2022	6,408.00
	WESTMINSTER PRESBYTERIAN CHURC	00031	1018851	418293	5/17/2022	2,312.69
					Account Total	15,236.53
	HS Parent Activity Expenses					
	US FOODSERVICE	00031	1018854	418293	5/17/2022	83.42
					Account Total	83.42
	Special Events					
	US FOODSERVICE	00031	1018852	418293	5/17/2022	566.96
					Account Total	566.96
					Department Total	15,886.91

**County of Adams**  
**Vendor Payment Report**

<u>8613</u>	<u>Insurance - UHC EPO Medical</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Administration Fee					
	UNITED HEALTHCARE	00019	1018568	417865	5/11/2022	143.30
	UNITED HEALTHCARE	00019	1018569	417865	5/11/2022	143.30
	UNITED HEALTHCARE	00019	1018570	417865	5/11/2022	171.96
					Account Total	458.56
	Insurance Premiums					
	UNITED HEALTHCARE	00019	1018570	417865	5/11/2022	514.92
	UNITED HEALTHCARE	00019	1018569	417865	5/11/2022	429.10
	UNITED HEALTHCARE	00019	1018568	417865	5/11/2022	429.10
					Account Total	1,373.12
					Department Total	1,831.68

**County of Adams**  
**Vendor Payment Report**

<u>8622</u>	<u>Insurance -Benefits &amp; Wellness</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON	00019	1019360	418531	5/19/2022	52.65
					Account Total	52.65
					Department Total	52.65

**County of Adams**  
**Vendor Payment Report**

<u>8611</u>	<u>Insurance- Property/Casualty</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Auto Physical Damage					
	JOE'S TOWING & RECOVERY	00019	1019397	418696	5/23/2022	270.00
					Account Total	270.00
	General Liab - Other than Prop					
	SGR	00019	1019400	418698	5/23/2022	5,039.50
	TRACEPOINT LLC	00019	1019396	418696	5/23/2022	162.50
					Account Total	5,202.00
					Department Total	5,472.00

**County of Adams**  
**Vendor Payment Report**

<u>1061</u>	<u>IT Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Consultant Services					
	CHRISTENSEN MELANIE	00001	1019049	418402	5/18/2022	403.05
	CHRISTENSEN MELANIE	00001	1019051	418402	5/18/2022	437.55
	CHRISTENSEN MELANIE	00001	1019052	418402	5/18/2022	227.70
	CHRISTENSEN MELANIE	00001	1019056	418402	5/18/2022	370.50
					Account Total	<u>1,438.80</u>
					Department Total	<u><u>1,438.80</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1058</u>	<u>IT Network/Telecom</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Telephone					
	WINDSTREAM COMMUNICATIONS	00001	1019025	418402	5/18/2022	<u>1,536.98</u>
					Account Total	<u>1,536.98</u>
					Department Total	<u><u>1,536.98</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>6107</u>	<u>Open Space Projects</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	E R O RESOURCES CORP	00027	1019312	418522	5/19/2022	<u>3,800.00</u>
					Account Total	<u>3,800.00</u>
					Department Total	<u><u>3,800.00</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>1015</u>	<u>People Services</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Tuition Reimbursement					
	BISHOP AMBER	00001	1019456	418780	5/24/2022	<u>2,500.00</u>
					Account Total	<u>2,500.00</u>
					Department Total	<u><u>2,500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2061</u>	<u>PKS - Weed &amp; Pest</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1019079	418408	5/18/2022	<u>80.02</u>
					Account Total	<u>80.02</u>
					Department Total	<u><u>80.02</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5011</u>	<u>PKS- Administration</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Special Assessment Payments					
	FARMERS HIGH LINE CANAL & RESE	00001	1019319	418522	5/19/2022	1,559.25
					Account Total	<u>1,559.25</u>
					Department Total	<u><u>1,559.25</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>5010</u>	<u>PKS- Fair</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Event Services					
	PBC COMMERCIAL CLEANING SYSTEM	00001	1019393	418691	5/23/2022	550.00
	PBC COMMERCIAL CLEANING SYSTEM	00001	1019394	418691	5/23/2022	550.00
					Account Total	1,100.00
	Other Communications					
	VERIZON WIRELESS	00001	1019337	418522	5/19/2022	199.95
					Account Total	199.95
	Regional Park Rentals					
	HOLIFIELD TIA	00001	1019334	418522	5/19/2022	100.00
					Account Total	100.00
					Department Total	1,399.95

**County of Adams**  
**Vendor Payment Report**

<u>5012</u>	<u>PKS- Regional Complex</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	1019078	418408	5/18/2022	199.42
					Account Total	199.42
	Other Communications					
	VERIZON WIRELESS	00001	1019080	418408	5/18/2022	42.79
					Account Total	42.79
					Department Total	242.21

**County of Adams**  
**Vendor Payment Report**

<u>5016</u>	<u>PKS- Trail Ranger Patrol</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Gas & Electricity					
	XCEL ENERGY	00001	1019391	418603	5/20/2022	<u>29.75</u>
					Account Total	<u>29.75</u>
					Department Total	<u><u>29.75</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>1089</u>	<u>PLN- Boards &amp; Commissions</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	BUSH MELVIN E	00001	1019464	418796	5/24/2022	65.00
	GREEN THOMAS D	00001	1019463	418796	5/24/2022	65.00
	GRONQUIST, CHRISTOPHER L	00001	1019465	418796	5/24/2022	65.00
	VOLLAND MARC LAURENCE	00001	1019466	418796	5/24/2022	65.00
					Account Total	260.00
					Department Total	260.00

**County of Adams**  
**Vendor Payment Report**

<u>3056</u>	<u>PW - Capital Improvement Plan</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Land					
	ADCO CLERK OF COUNTY COURT	00013	1019446	418769	5/24/2022	225,430.00
	VALBRIDGE PROPERTY ADVISORS	00013	1019447	418769	5/24/2022	5,500.00
	VALBRIDGE PROPERTY ADVISORS	00013	1019448	418769	5/24/2022	3,000.00
	VALBRIDGE PROPERTY ADVISORS	00013	1019445	418769	5/24/2022	5,500.00
					Account Total	<u>239,430.00</u>
					Department Total	<u><u>239,430.00</u></u>



**County of Adams**  
**Vendor Payment Report**

<u>97755</u>	<u>Recover CO Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	ACTIVATE WORK INC	00035	1019492	418805	5/24/2022	5,000.00
					Account Total	<u>5,000.00</u>
	Supp Svcs-Housing Expenses					
	RESERVE AT THORNTON I	00035	1019414	418756	5/24/2022	1,368.00
					Account Total	<u>1,368.00</u>
					Department Total	<u><u>6,368.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>13</u>	<u>Road &amp; Bridge Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Clrg					
	ALBERT FREI & SONS INC	00013	1019620	419014	5/26/2022	11,028.05
	ALLIED RECYCLED AGGREGATES	00013	1019578	418934	5/25/2022	21,339.97
	BFI TOWER ROAD LANDFILL	00013	1019570	418934	5/25/2022	5,420.25
	BRANNAN SAND & GRAVEL COMPANY	00013	1019579	418934	5/25/2022	577.04
	DREXEL BARRELL & CO	00013	1019615	419013	5/26/2022	7,820.00
	DREXEL BARRELL & CO	00013	1019616	419013	5/26/2022	1,564.00
	ELITE SURFACE INFRASTRUCTURE	00013	1019562	418934	5/25/2022	609,808.17
	EP&A ENVIROTAC INC	00013	1019574	418934	5/25/2022	41,384.00
	EP&A ENVIROTAC INC	00013	1019575	418934	5/25/2022	41,384.00
	FELSBURG HOLT & ULLEVIG	00013	1019683	419130	5/27/2022	30,000.00
	GEOCAL INC	00013	1019619	419013	5/26/2022	2,584.51
	HUITT-ZOLLARS INC	00013	1019613	419013	5/26/2022	2,565.00
	JK TRANSPORTS INC	00013	1019577	418934	5/25/2022	2,833.75
	SCOTT CONTRACTING	00013	1019621	419013	5/26/2022	329,763.90
					Account Total	1,108,072.64
	Retainages Payable					
	ELITE SURFACE INFRASTRUCTURE	00013	1019562	418934	5/25/2022	30,490.41-
	SCOTT CONTRACTING	00013	1019621	419013	5/26/2022	16,488.20-
					Account Total	46,978.61-
					Department Total	1,061,094.03

**County of Adams**  
**Vendor Payment Report**

<u>2008</u>	<u>SHF - Training Academy</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Operating Supplies					
	COLO BUREAU INVESTIGATION-IDEN	00001	1019424	418766	5/24/2022	<u>553.00</u>
					Account Total	<u>553.00</u>
					Department Total	<u><u>553.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2011</u>	<u>SHF- Admin Services Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Education & Training					
	COUNTY SHERIFFS OF COLO	00001	1019421	418766	5/24/2022	14,100.00
					Account Total	14,100.00
					Department Total	14,100.00

**County of Adams**  
**Vendor Payment Report**

<u>2075</u>	<u>SHF- Commissary Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Professional Serv					
	METRO TRANSPORTATION PLANNING	00001	1019425	418766	5/24/2022	6,526.35
	TYGRETT DEBRA R	00001	1019427	418766	5/24/2022	520.00
					Account Total	7,046.35
					Department Total	7,046.35

**County of Adams**  
**Vendor Payment Report**

<u>2016</u>	<u>SHF- Detective Division</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Other Communications					
	VERIZON WIRELESS	00001	1019428	418766	5/24/2022	<u>2,277.34</u>
					Account Total	<u>2,277.34</u>
					Department Total	<u><u>2,277.34</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2010</u>	<u>SHF- MIS Unit</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Computers					
	MOTOROLA SOLUTIONS INC	00001	1019423	418766	5/24/2022	<u>500.00</u>
					Account Total	<u>500.00</u>
					Department Total	<u><u>500.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>2018</u>	<u>SHF- Records/Warrants Section</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Extraditions					
	ADAMS COUNTY SHERIFF	00001	1019549	418927	5/25/2022	1,632.71
					Account Total	1,632.71
					Department Total	1,632.71



**County of Adams**  
**Vendor Payment Report**

<u>4315</u>	<u>Space Port</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Membership Dues					
	COMMERCIAL SPACEFLIGHT FEDERAT	00043	1019679	419062	5/26/2022	<u>7,475.00</u>
					Account Total	<u>7,475.00</u>
					Department Total	<u><u>7,475.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>7</u>	<u>Stormwater Utility Fund</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Received not Vouchered Cllrg					
	THE MASTERS TOUCH LLC	00007	1019535	418914	5/25/2022	<u>1,932.00</u>
					Account Total	<u>1,932.00</u>
					Department Total	<u><u>1,932.00</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4011</u>	<u>Tri County Health</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Grants to Other Instit					
	TRI COUNTY HEALTH DEPT	00001	1019457	418786	5/24/2022	<u>8,097.07</u>
					Account Total	<u>8,097.07</u>
					Department Total	<u><u>8,097.07</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>99240</u>	<u>Upskilling Program</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	CRANE AND RIGGING CONSULTANTS	00035	1018793	418187	5/16/2022	3,000.00
					Account Total	3,000.00
	Supp Svcs-Housing Expenses					
	COONEY MARY D	00035	1019411	418702	5/23/2022	1,150.00
	RESERVE AT THORNTON I	00035	1019413	418756	5/24/2022	1,635.00
					Account Total	2,785.00
					Department Total	5,785.00

**County of Adams**  
**Vendor Payment Report**

<u>9291</u>	<u>Veterans Service Office</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Printing External					
	DIRECT EDGE DENVER LLC	00001	1019494	418811	5/24/2022	330.96
	SPECIALTY INCENTIVES INC	00001	1019498	418814	5/24/2022	616.08
					Account Total	<u>947.04</u>
					Department Total	<u><u>947.04</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>4316</u>	<u>Wastewater Treatment Plant</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Water/Sewer/Sanitation					
	AURORA WATER	00043	1019405	418700	5/23/2022	<u>2,676.18</u>
					Account Total	<u>2,676.18</u>
					Department Total	<u><u>2,676.18</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97200</u>	<u>WIOA ADULT PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	CRANE AND RIGGING CONSULTANTS	00035	1018793	418187	5/16/2022	10,000.00
					Account Total	<u>10,000.00</u>
	Supp Svcs-Housing Expenses					
	CHFA	00035	1018871	418307	5/17/2022	1,120.16
	VINTAGE CORPORATION	00035	1019480	418805	5/24/2022	1,625.00
	WILLOW STREET RESIDENCES LLLP	00035	1019412	418702	5/23/2022	1,348.00
	ZAKHARYAN ARMEN	00035	1019495	418805	5/24/2022	2,900.00
					Account Total	<u>6,993.16</u>
	Supp Svcs-Utilities					
	XCEL ENERGY	00035	1018794	418187	5/16/2022	319.63
					Account Total	<u>319.63</u>
					Department Total	<u><u>17,312.79</u></u>

**County of Adams**  
**Vendor Payment Report**

<u>97700</u>	<u>WIOA DLW PROGRAM</u>	<u>Fund</u>	<u>Voucher</u>	<u>Batch No</u>	<u>GL Date</u>	<u>Amount</u>
	Clnt Trng-Tuition					
	ACTIVATE WORK INC	00035	1019492	418805	5/24/2022	<u>5,000.00</u>
					Account Total	<u>5,000.00</u>
					Department Total	<u><u>5,000.00</u></u>



**County of Adams**  
**Vendor Payment Report**

**Grand Total**      3,198,104.50



**Board of County Commissioners  
Minutes of Commissioners' Proceedings**

Eva J. Henry - District #1  
Charles "Chaz" Tedesco - District #2  
Emma Pinter - District #3  
Steve O'Dorisio - District #4  
Lynn Baca - District #5

**Tuesday  
May 24, 2022  
9:30 AM**

**1. ROLL CALL**

**Rollcall**

**Present:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this Agenda be approved with the removal of item 6C and moving item 6AC under the New Business Section. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**During this portion of the meeting, the board will hear public comment. The Chair will determine how much time is reserved for public comment and how much time is permitted for each speaker.**

**B. Elected Officials' Communication**

## 6. CONSENT CALENDAR

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this Consent Calendar be approved with the removal of item 6C and moving item 6AC under the New Business Section. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

- A.** List of Expenditures Under the Dates of May 9-13, 2022
- B.** Minutes of the Commissioners' Proceedings from May 17, 2022
- C.** Resolution Approving an Amendment to the Adams County 2022 Fee Schedule to Add and Update Fees for Existing Permits
- D.** Resolution Approving Application in Case #PLT2020-00036; Decatur Subdivision, Filing No. 1 Final Plat
- E.** Resolution Approving Case #SIA2020-00023 Subdivision Improvements Agreement for Decatur Subdivision, Filing No.1 Final Plat
- F.** Resolution Accepting Warranty Deed Conveying Property from Sang Soo, LLC to Adams County for Right-of-Way Purposes
- G.** Resolution Accepting Warranty Deed Conveying Property from Carlos Arreola to Adams County for Right-of-Way Purposes
- H.** Resolution Accepting Warranty Deed Conveying Property from Balboa Park Homes Association to Adams County for Right-of-Way Purposes
- I.** Resolution Accepting Warranty Deed Conveying Property from Ramiro R. Dorado Rosales to Adams County for Right-of-Way Purposes
- J.** Resolution Accepting Warranty Deed Conveying Property from Thomas A. Duensing Trust to Adams County for Right-of-Way Purposes
- K.** Resolution Accepting Warranty Deed Conveying Property from Randolph V. Laurienti to Adams County for Right-of-Way Purposes
- L.** Resolution Accepting Warranty Deed Conveying Property from Hector Romero to Adams County for Right-of-Way Purposes
- M.** Resolution Accepting Warranty Deed Conveying Property from John Benito Lucero to Adams County for Right-of-Way Purposes

- N.** Resolution Accepting Warranty Deed Conveying Property from Colin Hubert to Adams County for Right-of-Way Purposes
- O.** Resolution Accepting Warranty Deed Conveying Property from Bryan McKim to Adams County for Right-of-Way Purposes
- P.** Resolution Accepting Warranty Deed Conveying Property from Devonshire LLC to Adams County for Right-of-Way Purposes
- Q.** Resolution Approving the 2022 Intergovernmental Agreement for the Provision and Funding of Juvenile Assessment Services by The Link
- R.** Resolution Approving the Adams County Head Start Cost of Living Adjustment Supplemental Application
- S.** Resolution Approving the Adams County Head Start Quality Improvement Funding Supplemental Application
- T.** Resolution Approving Right-of-Way Agreement between Adams County and Tomasa Aguirre for Property Necessary for the ADA Transition Area III – Steele Street Improvements Project in the Amount of \$54,720.00
- U.** Resolution Accepting a Permanent Access Easement from Rock Family Farm, LLC, to Adams County for Access to Storm Water Detention Locations
- V.** Resolution Accepting a Permanent Drainage Easement from Rock Family Farm, LLC, to Adams County for Storm Water Drainage Purposes of the South Pond
- W.** Resolution Accepting Warranty Deed Conveying Property from Federal Partners, LLC, to Adams County, for the Dedication of Road Right-of-Way in the Amount of \$253,530.00
- X.** Resolution Accepting a Permanent Drainage Easement from Rock Family Farm, LLC, to Adams County for Storm Water Drainage Purposes of the East Pond
- Y.** Resolution Accepting a Permanent Drainage Easement from Maverik Inc. to Adams County for Storm Water Drainage Purposes
- Z.** Resolution Accepting a Quitclaim Deed from Maverik Inc. to Adams County for Right-of-Way Purposes for W. 56th Avenue
- AA.** Resolution Accepting Warranty Deed Conveying Property from Thomas Roberts to Adams County for Road Right-of-Way in the Amount of \$200.00
- AB.** Resolution Accepting Special Warranty Deed Conveying Property from Arthur L. Gallegos to Adams County for Road Right-of-Way in the Amount of \$455.00

**AD.** Resolution Approving the First Amendment to the Intergovernmental Agreement for the Provision of Law Enforcement and Administrative Records Support Services between Adams County and Northglenn, Colorado

**7. NEW BUSINESS**

**A. COUNTY MANAGER**

1. Resolution Approving Amendment Two to the Agreement between Adams County and Tri-County Health Department in the Amount of \$274,931.65, for Pregnancy Prevention Services

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

2. Resolution Approving an Agreement between Adams County and Kimley Horn Professional Design and Engineering for Professional Design and Engineering Services for the Colorado Air and Space Port

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

3. Resolution Approving an Agreement between Adams County and Garver Professional Design and Engineering Services for Professional Design and Engineering Services for the Colorado Air and Space Port

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

4. Resolution Approving Amendment Two to the Agreement between Adams County and City Service Valcon in the Amount of \$750,000.00, to Provide Fuel Services for the Colorado Air And Space Port

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

5. Resolution Approving an Agreement between Adams County and Hamon Infrastructure, Inc., in the Amount of \$18,527,731.60 for the East 58th Avenue Improvements Project  
**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Tedesco, that this New Business be approved. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
6. Resolution Approving Amendment One to the Agreement between Adams County and Elite Surface Infrastructure, Inc., in the Amount of \$96,260.99, for the Henderson Road and Park Boulevard Roundabout Project  
**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
7. Resolution Approving an Agreement between Adams County and PEI in the Not to Exceed Amount of \$858,240, for Digital Storage Solution for the District Attorney's Office  
**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
8. Resolution Approving Amendment Three to the Agreement between Adams County and ECI Site Construction Management, Inc., in the Amount of \$2,386,850.07, for the Adams County Veterans Memorial  
**A motion was made by Commissioner Tedesco, seconded by Commissioner O'Dorisio, that this New Business be approved. The motion carried by the following vote:**  
**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca
9. Resolution Approving the Intergovernmental Agreement between Adams County Colorado and Gilpin County Colorado Regarding Coordination and Cooperation for Completion of Child Abuse and Neglect Assessment Services  
**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**AC.** Resolution Approving the Assignment of Adams County's 2022 Private Activity Bond Allocation from the State Ceiling to the Commerce City Housing Authority for the Purpose of Financing Affordable Housing; and Authorizing the Execution and Delivery of an Assignment and Other Documents in Connection Therewith

**A motion was made by Commissioner O'Dorisio, seconded by Commissioner Henry, that this Resolution be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **B. COUNTY ATTORNEY**

Motion to Adjourn into Executive Session Pursuant to C.R.S 24-6-402(4)(b) for the Purpose of Receiving Legal Advice Regarding Aerotropolis Marketing Matter

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this Executive Session be approved. The motion carried by the following vote:**

**Aye: 5 -** Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

## **8. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**



**Board of County Commissioners  
Minutes of Commissioners' Proceedings**

**Eva J. Henry - District #1  
Charles "Chaz" Tedesco - District #2  
Emma Pinter - District #3  
Steve O'Dorisio - District #4  
Lynn Baca - District #5**

**Friday  
June 03, 2022  
12:00 PM**

**1. ROLL CALL**

**Present:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**2. PLEDGE OF ALLEGIANCE**

**3. MOTION TO APPROVE AGENDA**

**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this Agenda be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorisio, and Commissioner Baca

**4. AWARDS AND PRESENTATIONS**

**5. PUBLIC COMMENT**

**A. Citizen Communication**

**B. Elected Officials' Communication**

**6. CONSENT CALENDAR**

**7. NEW BUSINESS**

**A. COUNTY MANAGER**



1. Resolution Approving the Employment Agreement of the County Manager  
**A motion was made by Commissioner Henry, seconded by Commissioner Pinter, that this New Business be approved. The motion carried by the following vote:**

**Aye:** 5 - Commissioner Henry, Commissioner Tedesco, Commissioner Pinter, Commissioner O'Dorizio, and Commissioner Baca

**B. COUNTY ATTORNEY**

**8. ADJOURNMENT**

**AND SUCH OTHER MATTERS OF PUBLIC BUSINESS WHICH MAY ARISE**



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Acceptance of Quitclaim Deed from Rocky Mountain Synod of the Evangelical Lutheran Church in America for right-of-way purposes
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager; David Dittmer, ROW Agent; Greg Labrie, Engineer
<b>AGENCY/DEPARTMENT:</b> Community and Economic Development
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners accept a Quitclaim Deed for right-of-way purposes for West 73 <sup>rd</sup> Avenue and Samuel Drive from Rocky Mountain Synod of the Evangelical Lutheran Church in America.

### **BACKGROUND:**

The owner of the property located in the Southwest Quarter of Section 33, Township 2 South, Range 68 West of the 6th Principal Meridian has completed a conditional use permit application associated with the Parcel No. 0171933313014. Pursuant to this approval, the dedication of rights-of-way was requested by Adams County.

The subject request is consistent with the requirement for the dedication of rights-of-way. Staff reviewed the dedication of the roadway, and it conforms to the requirements outlined in the County's Development Standards and Regulations.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney's Office

### **ATTACHED DOCUMENTS:**

Executed Quitclaim Deed from Rocky Mountain Synod of the Evangelical Lutheran Church in America to Adams County  
Approved Adams County Planning Commission Resolution  
Board of County Commissioners Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/> <hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION ACCEPTING A QUITCLAIM DEED FROM ROCKY MOUNTAIN SYNOD  
OF THE EVANGELICAL LUTHERAN CHURCH IN AMERICA TO ADAMS COUNTY  
FOR RIGHT-OF-WAY PURPOSES FOR WEST 73<sup>RD</sup> AVE AND SAMUEL DRIVE

WHEREAS, the Planning Commission for Adams County, Colorado, has considered the advisability of accepting a Quitclaim Deed from Rocky Mountain Synod of the Evangelical Lutheran Church in America, dated April 1, 2022, for right-of-way purposes along property located in the Southwest Quarter of Section 33, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian as described the Exhibit "A;" and,

WHEREAS, this Quitclaim Deed is in conjunction with a conditional use permit for a place of worship; and,

WHEREAS, at a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton on Thursday the 28th day of April 2022, the Planning Commission recommended that the Board of County Commissioners accept said Quitclaim Deed.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Quitclaim Deed from the Rocky Mountain Synod of the Evangelical Lutheran Church in America for the dedication of public right-of-way purposes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is accepted.

**QUITCLAIM DEED**

**THIS DEED**, dated this 1 day of April, 2022, between **ROCKY MOUNTAIN SYNOD OF THE EVANGELICAL LUTHERN CHURCH IN AMERICA**, whose legal address is 7375 Samuel Drive, Denver, CO 80221, County of Adams and State of Colorado, grantor, and **THE COUNTY OF ADAMS**, State of Colorado, grantee, whose legal address is 4430 South Adams County Parkway, Brighton, Colorado 80601;

**WITNESS**, that the grantor, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold and QUITCLAIMED, and by these presents remise, release, sell and QUITCLAIM unto the grantee, its successors and assigns forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situate, lying and being in the said County of Adams, State of Colorado, described as follows:

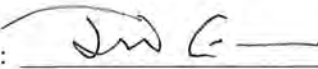
Legal description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.  
Dedicated for Samuel Drive and W. 73<sup>rd</sup> Avenue.  
Assessor's schedule or parcel number: part of 0171933313014

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor, either in law or equity, to the only proper use, benefit and behoove of the grantee, its successors and assigns forever.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

**IN WITNESS WHEREOF**, the grantor has executed this deed on the date set forth above.

By:   
Rev. James W. Gonia, Bishop

STATE OF COLORADO )  
COUNTY OF Adams ) §

The foregoing instrument was acknowledged before me this 1 day of April, 2022, by Rev. James W. Gonia as Bishop of the Synod of the Evangelical Lutheran Church in America

My commission expires: March 06, 2023

Witness my hand and official seal.

  
Notary Public

BRITNY N. RAMIREZ  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20194008916  
COMMISSION EXPIRES MARCH 06, 2023

**PLANNING COMMISSION FOR  
ADAMS COUNTY, STATE OF COLORADO**

**RESOLUTION RECOMMENDING ACCEPTANCE OF A QUITCLAIM DEED FROM  
ROCKY MOUNTAIN SYNOD OF THE EVANGELICAL LUTHERN CHURCH IN  
AMERICA TO ADAMS COUNTY FOR RIGHT-OF-WAY PURPOSES**

At a regular meeting of the Planning Commission for Adams County, Colorado, held at the County Government Center in Brighton, Colorado, on Thursday the 28<sup>TH</sup> day of April 2022, the following proceedings, among others, were had and done, to wit:

WHEREAS, the Adams County Planning Commission has considered the advisability of accepting a Quitclaim Deed from the Rocky Mountain Synod of the Evangelical Lutheran Church in America, for right-of-way being on the following described property:

See Legal Description as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

WHEREAS, this Quitclaim Deed is in conjunction with a property being a portion of the Southwest quarter of Section 33, Township 2 South, Range 68 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado.

NOW, THEREFORE, BE IT RESOLVED that the Adams County Planning Commission recommends to the Board of County Commissioners that said Quitclaim Deed from Rocky Mountain Synod of the Evangelical Lutheran Church in America, be accepted by the Board of County Commissioners.

Upon a motion duly made and seconded, the foregoing resolution was adopted.

I, John F. DPriest, Chair of the Adams County Planning Commission, do here by certify that the annexed foregoing resolution is a true and correct record of the proceedings of the Adams County Planning Commission.

  
\_\_\_\_\_  
Chair  
Adams County Planning Commission



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Abatements
<b>FROM:</b> Meredith P. Van Horn, Assistant Adams County Attorney;
<b>AGENCY/DEPARTMENT:</b> County Attorney
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the recommendations of the Assessor's Office for the attached abatement petitions.

### **BACKGROUND:**

The Assessor's Office reviewed the attached abatement petitions concerning tax years 2016, 2017, 2018, 2019, 2020, and 2021 and has agreed to the abated values for the respective accounts. The findings and recommendations of the Assessor's Office are attached hereto for approval and adoption.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Assessor's Office

### **ATTACHED DOCUMENTS:**

Resolution  
Summary Findings and Recommendations of the Assessor's Office

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

**New FTEs requested:**             **YES**             **NO**

**Future Amendment Needed:**     **YES**             **NO**

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNT, STATE OF COLORADO

RESOLUTION APPROVING ABATEMENT PETITIONS AND AUTHORIZING THE  
REFUND OF TAXES FOR ACCOUNT NUMBERS R0064332, R0047665, P0031365,  
P0036089, R0030022, R0105413, R0198639, R0204716, R0207139, and P0032675

WHEREAS, pursuant to C.R.S. § 39-1-113, the Board of County Commissioners may approve abatement petitions concerning property tax assessment and may refund taxes associated therewith; and,

WHEREAS, the attached petitions for account numbers R0064332, R0047665, P0031365, P0036089, R0030022, R0105413, R0198639, R0204716, R0207139, and P0032675 have been processed, reviewed and approved by the Adams County Assessor's Office; and,

WHEREAS, information regarding the initial assessed value and the justification for reduction in assessed value and refund of taxes is included for each property in the documentation attached; and,

WHEREAS, it is the recommendation of the Assessor's Office that these petitions be approved and refunds be issued by the Board of County Commissioners; and,

WHEREAS, for account number P0032675, approval by the Board of County Commissioners shall be forwarded as a recommendation to the Colorado Property Tax Administrator for review and approval as required by C.R.S. §§ 39-1-113(3) and 39-2-116.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the abatement petitions for account numbers R0064332, R0047665, P0031365, P0036089, R0030022, R0105413, R0198639, R0204716, and R0207139 are hereby approved.

BE IT FURTHER RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the resolution approving the petition for account number P0032675 be forwarded, for review, to the Colorado Property Tax Administrator to approve the abatement petition for the Property.

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

COUNTY BOARD OF EQUALIZATION

STIPULATION (As to Tax Year(s) 2021 Actual Value(s))

1. The property subject to this Stipulation is:  
Schedule No. (S): R0064332 Parcel NO.(S) 0171931209001
2. The subject property is classified as a Residential property.
3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021:
 

Land	\$83,000
Improvements	\$542,567
Total	\$625,567
4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021:
 

Land	\$83,000
Improvements	\$317,000
Total	\$400,000
5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: April 21, 2022

Petitioner's Representative  
CHRISTOPHER CHU

Sarah  
Morehead

Assessor Representative  
Adams County Assessor's Office

Digitally signed by Sarah Morehead  
DN: cn=Sarah Morehead, o=Adams  
County, ou,  
email=smorehead@adcogov.org, c=US  
Date: 2022.04.21 15:27:28 -06'00'

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0064332 Parcel No : 0171931209001  
 Petition Year : 2021 & 2022 Date Filed : April 20, 2021

Owner Entity : Christopher Chu  
 Owner Address : 7815 W Oxford Cr Lakewood, CO 80235  
 Owner City : Lakewood State : CO  
 Property Location : 7861 Zenobia Ct Westminster, CO. 80030

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	102	L: \$83,000	\$5,930	L: \$83,000	\$5,930	A. Ratio	7.15%
		I: \$317,000	\$38,790	I: \$542,567	\$38,790	Mill Levy	101.642
TOTALS :		\$400,000	\$28,600	\$625,567	\$44,720	Original Tax	\$4,545

Tax Exempt Portion  
0%

**Petitioner's Statement :**

Value to high. Provided Comparable.

**Assessor's Report**

**Situation :**

Property land value was off. Property lot size was showing as 2.35 acres but is 11713sf. Comparables pulled and sales in area support a reduction due to correction in land.

**Action :**

Approve~ Comparables reduction 400K updated Realware with correct lot size

**Recommendation :**

Approve~ Comparables support a reduction 400k

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$83,000	\$5,930	L: \$83,000	\$5,930	Tax Refund	\$1,638.47
		I: \$542,567	\$38,790	I: \$317,000	\$22,670	Revised Tax	
TOTALS :		\$625,567	\$44,720	\$400,000	\$28,600		\$2,906.96

Appraiser \_\_\_\_\_ Date April 21, 2022

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/20/2022 Assessor Office  
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 4 20 2022  
Month Day Year

Petitioner's Name: Christopher Chu  
Petitioner's Mailing Address: 7815 W. Oxford Circle  
Lakewood CO 80235  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0064332</u>	<u>7861 Zenobia Ct Westminster CO 80030</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 500,000 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

[Signature]  
Petitioner's Signature

Daytime Phone Number (303) 906-3205

Email Christopher.Chu2@gmail.com

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number (303) 906-3205

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.  
If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

Tax Year \_\_\_\_\_

	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
 Petitioner's Signature Date

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto,  
NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor,  
and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_,  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby  
 Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
 Secretary's Signature Property Tax Administrator's Signature Date

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**COUNTY BOARD OF EQUALIZATION**

STIPULATION (As to Tax Year(s)) 2021 Actual Value(s))

1. The property subject to this Stipulation is:  
Schedule No. (S): R0047665 Parcel NO.(S) 0171919114023

2. The subject property is classified as a Residential  property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021:

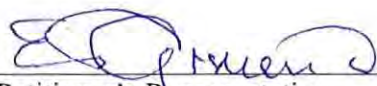
Land	\$89,000
Improvements	\$266,478
Total	\$355,478

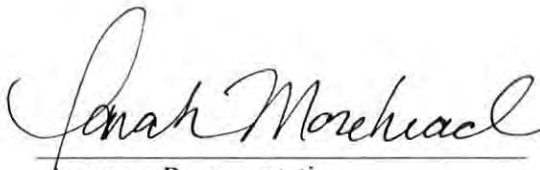
4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021:

Land	\$89,000
Improvements	\$28,473
Total	\$117,473

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: April 21, 2022

  
\_\_\_\_\_  
Petitioner's Representative  
4-25-2022  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
Assessor Representative  
Adams County Assessor's Office



**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0047665 Parcel No : 0171919114023  
 Petition Year : 2021 Date Filed : March 4, 2022

Owner Entity : Emiliano & Julie Gimeno  
 Owner Address : 9505 Osceola Street  
 Owner City : Westminster State : CO  
 Property Location : 9505 Osceola Street Westminster, CO

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	102	L: \$89,000		L: \$89,000	\$6,360	A. Ratio	7.15%
		I: \$28,473		I: \$266,478	\$19,050	Mill Levy	101.642
<b>TOTALS :</b>		<b>\$117,473</b>	<b>\$8,400</b>	<b>\$355,478</b>	<b>\$25,410</b>	Original Tax	<b>\$2,583</b>

**Tax Exempt Portion**  
0%

**Petitioner's Statement :**

Property received fire damage 2/7/2021

**Assessor's Report**

**Situation :**

Property is not habitable and fire took place 2.7.21.

**Action :**

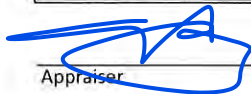
Approve damaged property requested. Fire report on file along with insurance claim. 38 days @ 730.077 w/ land value of 89000.00.

**Recommendation :**

Approve damaged property requested. Fire report on file along with insurance claim. Date of loss 2/8/2021

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$89,000	\$6,360	L: \$89,000	\$6,360	Tax Refund	\$1,728.93
		I: \$266,478	\$19,050	I: \$28,473	\$2,040	Revised Tax	
<b>TOTALS :</b>		<b>\$355,478</b>	<b>\$25,410</b>	<b>\$117,473</b>	<b>\$8,400</b>		<b>\$853.79</b>



Appraiser

March 15, 2022

Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: ADAMS

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

MAR 07 2022

Section I: Petitioner, please complete Section I only.

Date: 3-4-2022  
Month Day Year

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Name: Emiliano T. GENELO  
Petitioner's Mailing Address: 9774 FRED DR # A / NORTH GLENN, CO.  
80260 NORTH GLENN CO. 80260  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) \_\_\_\_\_  
PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
9505 OSCEOLA ST. WESTMINSTER, CO  
80031

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner's estimate of value: \$ 34000.00 2021  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Emiliano T. GENELO  
Petitioner's Signature Daytime Phone Number (303) 489 8437  
Email \_\_\_\_\_

By \_\_\_\_\_  
Agent's Signature\* Daytime Phone Number ( )  
Email pruma1326@gmail.com

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition. § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month      Day      Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_,  
Month      Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

ABATEMENT FOR TAX YEAR:		2021
TODAYS DATE		04/07/22
BUSINESS NAME:	U S BANK NATIONAL ASSOCIATION	
ACCOUNT NUMBER:		
PARCEL NUMBER:	P0031365	

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE	\$56,933	\$16,510	115.06	\$1,899.64
REVISED VALUE	\$444	\$130	115.06	\$14.96
ABATED VALUE	\$56,489	\$16,380	115.06	\$1,884.68

Provide your reason for the Abatement/Added in the space below:

Double assessment based on asset number. Taxpayer error.

ADDED ASSESSMENT FOR TAX YEAR:

BUSINESS NAME:		
ACCOUNT NUMBER:		
PARCEL NUMBER:		

	ACTUAL VALUE	ASSESSED VALUE	MILL LEVY	TAX DOLLARS
ORIGINAL VALUE		\$0		\$0.00
REVISED VALUE		\$0	0	\$0.00
ADDED VALUE	\$0	\$0	0	\$0.00

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 04/07/2022  
Month Day Year

Petitioner's Name: U S BANK NATIONAL ASSOCIATION C/O PROPERTY TAX DEPARTMENT

Petitioner's Mailing Address: 1310 MADRID ST STE 100  
MARSHALL MN 562584001  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
P0031365	VARIOUS LOCATIONS BY TAX AREA 810

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

**Double assessment based on asset number.**

Petitioner's estimate of value: \$ 444.00 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Belinda Evjen  
Petitioner's Signature Daytime Phone Number (507) 532-8440  
Email Belinda.Evjen@usbank.com

By \_\_\_\_\_ Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Agent's Signature\*

Printed Name: \_\_\_\_\_ Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)			
	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.			
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.			
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):			
_____			
Assessor's or Deputy Assessor's Signature			

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:  
Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

<b>ABATEMENT FOR TAX YEAR:</b>		2021			
<b>TODAYS DATE</b>		04/20/22			
<b>BUSINESS NAME:</b>		THOMPSON STREET CUSTOMS			
<b>ACCOUNT NUMBER:</b>		P0036089			
<b>PARCEL NUMBER:</b>					
		<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
		<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>		\$68,822	\$19,960	98.659	\$1,969.23
<b>REVISED VALUE</b>		\$0	\$0	98.659	\$0.00
<b>ABATED VALUE</b>		\$68,822	\$19,960	98.659	\$1,969.23
<b>Provide your reason for the Abatement/Added in the space below:</b>					
<p>Prior valuation is not valid on account. Performed a walk-thru field inspection that resulted in a valuation of Personal Property under \$50,000.00. Due to this business was not required to file for the 2021 tax year. Late filing fee will be waived.</p>					
<b>ADDED ASSESSMENT FOR TAX YEAR:</b> <input type="text"/>					
<b>BUSINESS NAME:</b>					
<b>ACCOUNT NUMBER:</b>					
<b>PARCEL NUMBER:</b>					
		<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
		<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>			\$0		\$0.00
<b>REVISED VALUE</b>			\$0	0	\$0.00
<b>ADDED VALUE</b>		\$0	\$0	0	\$0.00



**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: ADAMS

Date Received 4/25/22  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 04/21/2022  
Month Day Year

Petitioner's Name: THOMPSON STREET CUSTOMS

Petitioner's Mailing Address: 2300 E 77TH AVENUE UNIT 500A

DENVER COLORADO 80229-6536  
City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) P0036089 PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 2300 E 77TH AVENUE UNIT 500A

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

*Prior valuation is not valid on account of performed walk thru field inspection that resulted in a valuation of personal property under \$50,000. Due to this business is not required to file under the 2021 tax year. Late fee will be waived.*

Petitioner's estimate of value: \$ZERO (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

*Robert Jumper*  
Petitioner's Signature

Daytime Phone Number 303 909-0762

Email thompsonstreetcustoms@yahoo.com

By \_\_\_\_\_  
Agent's Signature\*

Daytime Phone Number ( ) \_\_\_\_\_

Printed Name: \_\_\_\_\_

Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114 (1), C.R.S.

Section II:		Assessor's Recommendation (For Assessor's Use Only)		
		Tax Year _____		
		Actual	Assessed	Tax
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(1)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (if a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
_____				
Assessor's or Deputy Assessor's Signature _____				

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**  
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III:**

**Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature \_\_\_\_\_  
Date

**Section IV:**

**Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and  
Name  
Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (agrees--does not agree) with the recommendation of the Assessor and the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year \_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V:**

**Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature \_\_\_\_\_  
Property Tax Administrator's Signature \_\_\_\_\_  
Date



PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/27/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: April 27 2022
Month Day Year

Petitioner's Name: City of Northglenn
Petitioner's Mailing Address: 11701 Community Center Dr
Northglenn CO 80233
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0030022, 421 W 112th Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

2016, 2017, 2018, 2019, 2020, 2021

Property went exempt per Deed at reception # 2016000061099 on July 22, 2016

Petitioner's estimate of value: \$ ( ) ( )
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jackie Headley (On behalf of Owner)
Petitioner's Signature Daytime Phone Number (720) 523-6743
Email jheadley@adcogov.org
By Agent's Signature\* Daytime Phone Number ( )
Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original Corrected Abate/Refund
See Attached Documents for details per years assessed
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (agrees--does not agree) with the recommendation of the Assessor, and that the petition be (approved--approved in part--denied) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022 Parcel No : 0172903000005  
 Petition Year : 2017 Date Filed : April 27, 2022  
 Owner Entity : City of Northglenn  
 Owner Address : 11701 Community Center Dr  
 Owner City : Northglenn State : CO  
 Property Location : 421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:		L1:	\$75,000	\$21,750	A. Ratio 29.00%
				L2:			A. Ratio
				Imp1:			A. Ratio
				Imp2:			A. Ratio
				Imp3:		\$0	A. Ratio
		Imp4:		\$0	A. Ratio		
TOTALS :		\$75,000	\$21,750	\$75,000	\$21,750	Mill Levy 120.721	
						Original Tax	\$2,626

**Petitioner's Statement :**

Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**

**Situation :**

Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**

Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$75,000	\$21,750	L:	\$75,000	\$5,970	\$2,625.68
						\$273,682	\$21,790	
				\$0			\$0	
						\$0		
TOTALS :		\$75,000	\$21,750	\$348,682	\$27,760	Revised Tax	\$0.00	

*Jackie Headley by MP*  
Appraiser

APR 28 2022

Date

WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances,

TO HAVE AND TO HOLD the said premises above described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Encumbrances described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO COUNTY OF Adams

jsr:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett] Notary Public

Witness my hand and official seal. My Commission expires:

TRACEY BASSETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054023387 MY COMMISSION EXPIRES JUNE 13, 2017



Exhibit A

A Tract of Land in the SW 1/1 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th P.M.,  
described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th  
P.M., thence North 495.0 feet along the East line of said SW 1/4 SW 1/4 of Section 3; thence West 417.42 feet  
parallel to the South line of said Section 3; thence South 495.0 feet to a point on the South line of said Section  
3; thence East 417.42 feet along said South line of Section 3 to the Point of Beginning, Except a 30.0 foot strip  
along the South for County Road, also except that part conveyed to the City of Northglenn in Instrument  
recorded February 2, 1976 in Book 2043 at Page 248,

County of Adams,  
State of Colorado.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/27/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: April 27 2022
Month Day Year

Petitioner's Name: City of Northglenn
Petitioner's Mailing Address: 11701 Community Center Dr
Northglenn CO 80233
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0030022, 421 W 112th Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

2016, 2017, 2018, 2019, 2020, 2021

Property went exempt per Deed at reception # 2016000061099 on July 22, 2016

Petitioner's estimate of value: \$ ( ) ( )
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jackie Headley (On behalf of Owner) Daytime Phone Number ( 720 ) 523-6743
Petitioner's Signature Email jheadley@adcogov.org
By Agent's Signature\* Daytime Phone Number ( )
Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original
Corrected
Abate/Refund
See Attached Documents for details per years assessed
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_,  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022

Parcel No : 0172903000005

Petition Year : 2018

Date Filed : April 27, 2022

Owner Entity : City of Northglenn

Owner Address : 11701 Community Center Dr

Owner City : Northglenn

State : CO

Property Location :

421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:		L1:	\$75,000	\$21,750	A. Ratio 29.00%
				L2:			A. Ratio
				Imp1:			A. Ratio
				Imp2:			A. Ratio
				Imp3:			A. Ratio
		I:		Imp4:			A. Ratio
TOTALS :			\$75,000	\$21,750	\$75,000	\$21,750	Mill Levy 131.187
							Original Tax \$2,853

**Petitioner's Statement :**

Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**

**Situation :**

Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**

Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$75,000	\$21,750	L:	\$75,000	\$21,750	\$2,853.32
		I:			I:			Revised Tax
TOTALS :			\$75,000	\$21,750	\$75,000	\$21,750		\$0.00

*Jackie Headley by MP*  
Appraiser

APR 28 2022  
Date



WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, however, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific encumbrances described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO  
COUNTY OF Adams

}ss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett]

Notary Public

Witness my hand and official seal.  
My Commission expires:

TRACEY BASSETT  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20054023387  
MY COMMISSION EXPIRES JUNE 13, 2017



**Exhibit A**

A Tract of Land in the SW 1/1 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th P.M.,  
described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th  
P.M., thence North 495.0 feet along the East line of said SW 1/4 SW 1/4 of Section 3; thence West 417.42 feet  
parallel to the South line of said Section 3; thence South 495.0 feet to a point on the South line of said Section  
3; thence East 417.42 feet along said South line of Section 3 to the Point of Beginning, Except a 30.0 foot strip  
along the South for County Road, also except that part conveyed to the City of Northglenn in Instrument  
recorded February 2, 1976 in Book 2043 at Page 248,

County of Adams,  
State of Colorado.

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received 4/27/2022  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: April 27 2022  
Month Day Year

Petitioner's Name: City of Northglenn  
 Petitioner's Mailing Address: 11701 Community Center Dr  
Northglenn CO 80233  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0030022</u>	<u>421 W 112th Ave</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year \_\_\_\_\_ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

2016, 2017, 2018, 2019, 2020, 2021

Property went exempt per Deed at reception # 2016000061099 on July 22, 2016

Petitioner's estimate of value: \$ \_\_\_\_\_ (\_\_\_\_\_)   
 Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jackie Headley (On behalf of Owner)  
 Petitioner's Signature

Daytime Phone Number (720) 523-6743  
 Email jheadley@adcogov.org

By \_\_\_\_\_  
 Agent's Signature\*

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
 Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II:</b>		<b>Assessor's Recommendation</b> (For Assessor's Use Only)		
		Tax Year _____		
		<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	<i>See Attached Documnets for details per years assessed</i>
Corrected	_____	_____	_____	
Abate/Refund	_____	_____	_____	
<input type="checkbox"/> Assessor recommends approval as outlined above.				
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.				
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)				
<input type="checkbox"/> Assessor recommends denial for the following reason(s):				
				_____ Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition. § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Name

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022 Parcel No : 0172903000005  
 Petition Year : 2016 Date Filed : April 27, 2022  
 Owner Entity : City of Northglenn  
 Owner Address : 11701 Community Center Dr  
 Owner City : Northglenn State : CO  
 Property Location : 421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:			L1: \$75,000	\$5,970	A. Ratio 7.96%
					L2:		A. Ratio
					Imp1: \$273,682	\$21,785	A. Ratio 7.96%
					Imp2:		A. Ratio
					Imp3: \$0		A. Ratio
			Imp4: \$0		A. Ratio		
TOTALS :		\$348,682	\$27,760	\$348,682	\$27,755	Mill Levy 123.663	Original Tax \$3,432

**Petitioner's Statement :**

Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**

**Situation :**

Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**

Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund	
REAL		L:	\$75,000	\$5,970	L: \$75,000	\$5,970	\$1,532.44
			\$273,682	\$21,785	\$273,682	\$21,790	
				\$0		\$0	
		I:	\$0	\$0	I: \$0	\$0	Revised Tax
TOTALS :		\$348,682	\$27,755	\$348,682	\$27,760	\$1,899.84	

*Jackie Headley by MP*  
Appraiser

APR 28 2022

Date

WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific encumbrances described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO COUNTY OF Adams

Jss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett] Notary Public

Witness my hand and official seal. My Commission expires:

TRACEY BASSETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054023387 MY COMMISSION EXPIRES JUNE 13, 2017



**Exhibit A**

A Tract of Land in the SW 1/1 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th P.M.,  
described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th  
P.M., thence North 495.0 feet along the East line of said SW 1/4 SW 1/4 of Section 3; thence West 417.42 feet  
parallel to the South line of said Section 3; thence South 495.0 feet to a point on the South line of said Section  
3; thence East 417.42 feet along said South line of Section 3 to the Point of Beginning, Except a 30.0 foot strip  
along the South for County Road, also except that part conveyed to the City of Northglenn in Instrument  
recorded February 2, 1976 in Book 2043 at Page 248,

County of Adams,  
State of Colorado.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/27/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: April 27 2022
Month Day Year

Petitioner's Name: City of Northglenn
Petitioner's Mailing Address: 11701 Community Center Dr
Northglenn CO 80233
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0030022, 421 W 112th Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

2016, 2017, 2018, 2019, 2020, 2021

Property went exempt per Deed at reception # 2016000061099 on July 22, 2016

Petitioner's estimate of value: \$ ( )
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jackie Headley (On behalf of Owner)

Petitioner's Signature

Daytime Phone Number ( 720 ) 523-6743

Email jheadley@adcogov.org

By Agent's Signature\*

Daytime Phone Number ( )

Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Table with columns: Actual, Assessed, Tax
Original, Corrected, Abate/Refund
Assessor recommends approval as outlined above.
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature



**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022

Parcel No : 0172903000005

Petition Year : 2021

Date Filed : April 27, 2022

Owner Entity : City of Northglenn

Owner Address : 11701 Community Center Dr

Owner City : Northglenn

State : CO

Property Location :

421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value			
REAL	100	L:			L1: \$113,000	\$32,770	A. Ratio	29.00%
					L2:		A. Ratio	
					Imp1:		A. Ratio	
					Imp2:		A. Ratio	
					Imp3:		A. Ratio	
		I:			Imp4:		A. Ratio	
TOTALS :			\$113,000	\$32,770	\$113,000	\$32,770	Mill Levy	126.713
							Original Tax	\$4,152

**Petitioner's Statement :**

Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**

**Situation :**

Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**

Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$113,000	\$32,770	L:	\$113,000	\$32,770	\$4,152.39
		I:			I:			Revised Tax
TOTALS :			\$113,000	\$32,770	\$113,000	\$32,770		

*Jackie Hadley by MP*  
Appraiser

APR 28 2022

Date

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	
Original	_____	_____	_____	_____
Corrected	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Name

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes	Abate/Refund	
_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above defined and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, however, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific encumbrances described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO COUNTY OF Adams

Wss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett]

Notary Public

Witness my hand and official seal. My Commission expires:

TRACEY BASSETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20064023387 MY COMMISSION EXPIRES JUNE 13, 2017



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(Use Assessor's or Commissioners' Date Stamp)

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Month Day Year

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Value Year

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Jackie Headley (On behalf of Owner)
Petitioner's Signature
Daytime Phone Number (720) 523-6743
Email jheadley@adcogov.org
By
Agent's Signature\*
Daytime Phone Number ( )
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\*Letter of agency must be attached when petition is submitted by an agent.

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Original, Corrected, Abate/Refund
Assessor recommends approval as outlined above.
Assessor recommends denial for the following reason(s):
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**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and  
Name  
Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022 Parcel No : 0172903000005  
 Petition Year : 2020 Date Filed : April 27, 2022  
 Owner Entity : City of Northglenn  
 Owner Address : 11701 Community Center Dr  
 Owner City : Northglenn State : CO  
 Property Location : 421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:			L1: \$113,000	\$32,770	A. Ratio 29.00%
					L2:		A. Ratio
					Imp1:		A. Ratio
					Imp2:		A. Ratio
					Imp3:		A. Ratio
					Imp4:	A. Ratio	
		I:				Mill Levy 127.761	
<b>TOTALS :</b>			\$113,000	\$32,770	\$113,000	\$32,770	Original Tax \$4,187

**Petitioner's Statement :**

Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**

**Situation :**

Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**

Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$113,000	\$32,770	L:	\$113,000	\$32,770	\$4,186.73
		I:			I:			Revised Tax
<b>TOTALS :</b>			\$113,000	\$32,770	\$113,000	\$32,770	\$0.00	

*Jackie Headley* by MP  
Appraiser

APR 28 2022

Date

WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific encumbrances described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO COUNTY OF Adams

);ss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett] Notary Public

Witness my hand and official seal. My Commission expires:

TRACEY BASSETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054023387 MY COMMISSION EXPIRES JUNE 13, 2017





**Exhibit A**

A Tract of Land in the SW 1/1 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th P.M.,  
described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th  
P.M., thence North 495.0 feet along the East line of said SW 1/4 SW 1/4 of Section 3; thence West 417.42 feet  
parallel to the South line of said Section 3; thence South 495.0 feet to a point on the South line of said Section  
3; thence East 417.42 feet along said South line of Section 3 to the Point of Beginning, Except a 30.0 foot strip  
along the South for County Road, also except that part conveyed to the City of Northglenn in Instrument  
recorded February 2, 1976 in Book 2043 at Page 248,

County of Adams,  
State of Colorado.

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/27/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: April 27 2022
Month Day Year

Petitioner's Name: City of Northglenn
Petitioner's Mailing Address: 11701 Community Center Dr
Northglenn CO 80233
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: R0030022, 421 W 112th Ave

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

2016, 2017, 2018, 2019, 2020, 2021

Property went exempt per Deed at reception # 2016000061099 on July 22, 2016

Petitioner's estimate of value: \$ ( ) ( )
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jackie Headley (On behalf of Owner) Daytime Phone Number (720) 523-6743
Petitioner's Signature Email jheadley@adcogov.org
By Agent's Signature\* Daytime Phone Number ( )
Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year
Actual Assessed Tax
Original
Corrected
Abate/Refund
See Attached Documents for details per years assessed
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: Protest? No Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	=====	=====	=====

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

\_\_\_\_\_  
Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said

\_\_\_\_\_  
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0030022                      Parcel No : 0172903000005  
 Petition Year : 2019                      Date Filed : April 27, 2022  
 Owner Entity : City of Northglenn  
 Owner Address : 11701 Community Center Dr  
 Owner City : Northglenn                      State : CO  
 Property Location :                      421 W 112th Ave Northglenn

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:			L1: \$113,000	\$32,770	A. Ratio 29.00%
					L2:		A. Ratio
					Imp1:		A. Ratio
					Imp2:		A. Ratio
					Imp3:		A. Ratio
			Imp4:		A. Ratio		
TOTALS :			\$113,000	\$32,770	\$113,000	\$32,770	Mill Levy 127.846 Original Tax \$4,190

**Petitioner's Statement :**  
 Deed transferred into the City of Northglenn in 2016 was missed

**Assessor's Report**  
**Situation :**  
 Assessor was notified of this by the City of Northglenn on 4/27/2022

**Action :**  
 Assessor Agrees that the deed should have been filed and entered as of 7/22/2016 and will change the property to exempt as of the date of sale.

**Recommendation :**

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT		
		Actual Value	Assessed Value	Actual Value	Assessed Value	Tax Refund		
REAL		L:	\$113,000	\$32,770	L:	\$113,000	\$32,770	\$4,189.51
		I:			I:			Revised Tax
TOTALS :			\$113,000	\$32,770	\$113,000	\$32,770	\$0.00	

*Jackie Headley* by *MP*                      APR 28 2022  
 Appraiser                      Date

WARRANTY DEED

THIS DEED, Made this 22nd day of July, 2016 between

Damon Odell Barry and Odell C. Barry

of the County of Adams, State of Colorado, grantor and

City of Northglenn, A Colorado Home Rule Municipality

whose legal address is: 11701 Community Center Drive, Northglenn, CO 80233 of the County of Adams, State of Colorado, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Four Hundred Twenty Thousand Dollars and No/100's (\$420,000.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Adams, and State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

Doc Fee \$ 42.00

also known by street and number as 421 West 112th Avenue, Northglenn, CO 80234-3008

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good title, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except all taxes and assessments for the current year, a lien but not yet due or payable, and those specific Easements described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 "Title Review", of the contract dated, between the parties.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

SELLERS:

[Signature of Damon Odell Barry]

Damon Odell Barry

[Signature of Odell C. Barry]

Odell C. Barry

STATE OF COLORADO COUNTY OF Adams

Jss:

The foregoing instrument was acknowledged before me this 22nd day of July, 2016 by Damon Odell Barry and Odell C. Barry

[Signature of Tracey Bassett]

Notary Public

Witness my hand and official seal. My Commission expires:

TRACEY BASSETT NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054023387 MY COMMISSION EXPIRES JUNE 13, 2017



**Exhibit A**

A Tract of Land in the SW 1/1 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th P.M.,  
described as follows:

Beginning at the SE Corner of the SW 1/4 SW 1/4 of Section 3, Township 2 South, Range 68 West of the 6th  
P.M., thence North 495.0 feet along the East line of said SW 1/4 SW 1/4 of Section 3; thence West 417.42 feet  
parallel to the South line of said Section 3; thence South 495.0 feet to a point on the South line of said Section  
3; thence East 417.42 feet along said South line of Section 3 to the Point of Beginning, Except a 30.0 foot strip  
along the South for County Road, also Except that part conveyed to the City of Northglenn in Instrument  
recorded February 2, 1976 in Book 2043 at Page 248,

County of Adams,  
State of Colorado.

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

BOARD OF COUNTY COMMISSIONERS

STIPULATION (As to Tax Year(s) 2019 (Actual Value)

1. The property subject to this Stipulation is:  
Schedule No. (S): R0105413 Parcel NO.(S) 0182518200006
  
2. The subject property is classified as a Vacant Land property.
  
3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2019 :
 

Land	\$299,475
Improvements	
Total	
  
4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2019 :
 

Land	\$152,460
Improvements	
Total	
  
5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2019.

DATED this: 02/25/2022

*DAVID G. BERGER* AGENT  
 Petitioner's Representative  
DAVID G. BERGER  
RH JACOBSON & CO  
DBERGER@RHJACOBSON.COM  
303-642-5251

*Valerie Ferguson*  
 Assessor Representative  
 Adams County Assessor's Office

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0105413                      Parcel No : 0182518200006  
 Petition Year : 2019                      Date Filed : February 25,2022  
 Owner Entity : KC TRUST II  
 Owner Address : 4096 YOUNGFIELD ST  
 Owner City : WHEAT RIDGE                      State : CO  
 Property Location :                      VACANT LAND

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$0	\$0	L: \$299,475	\$86,850	A. Ratio	29.00%
		I: \$0	\$0	I: \$0	\$0	Mill Levy	122.695
<b>TOTALS :</b>		<b>\$0</b>	<b>\$0</b>	<b>\$299,475</b>	<b>\$86,850</b>	Original Tax	<b>\$10,656</b>

**Tax Exempt Portion**  
**0%**

**Petitioner's Statement :**  
N/A

**Assessor's Report**  
**Situation :**

**Action :**  
Comparables were reviewed and a reduction in value appears warranted.

**Recommendation :**  
Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$299,475	\$86,850	L: \$152,460	\$44,210	Tax Refund	<b>\$5,231.71</b>
		I: \$0	\$0	I: \$0	\$0	Revised Tax	
<b>TOTALS :</b>		<b>\$299,475</b>	<b>\$86,850</b>	<b>\$152,460</b>	<b>\$44,210</b>		<b>\$5,424.35</b>

*Valerie Ferguson*                                              April 12, 2022  
 Appraiser                                                                                              Date

Certified Residential Appraiser



**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**RECEIVED**

**Section I: Petitioner, please complete Section I only.**

Date: 12/17/2021  
Month Day Year

**JAN 04 2022 POSTMARKED**  
12/28/2021

Petitioner's Name: KC Trust II  
Petitioner's Mailing Address: c/o David G Berger  
5336 Bristol Street Arvadad, CO 80002

**OFFICE OF THE**  
**ADAMS COUNTY ASSESSOR**

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0105413</u>	<u>Approximately 5400 Utica St</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2019 and 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Parcel is a land locked residential property. There is no available access to allow for development. Land has minimal value

See Attached analysis

Petitioner's estimate of value: \$ 150,000 (2019) and \$ 150,000 (2020)  
Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

\_\_\_\_\_  
Petitioner's Signature Daytime Phone Number ( \_\_\_\_\_ )

By \_\_\_\_\_ Daytime Phone Number ( 303 ) 642-5251  
Agent's Signature\*

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b> (For Assessor's Use Only)						
	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.						
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.						
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)						
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)						
<input type="checkbox"/> Assessor recommends denial for the following reason(s):						
_____ Assessor's or Deputy Assessor's Signature						

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Name

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (*agrees--does not agree*) with the recommendation of the Assessor and the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note. Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

LETTER OF AUTHORIZATION

Property Address: Vacant Land Approximately 4500 W 54th Avenue

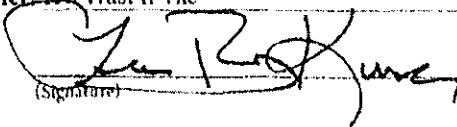
Schedule Number: R0105413

Property Owner: KC Trust II The

To Whom It May Concern:

Property Owner identified above hereby appoints R.H. Jacobson & Co. and its associates to represent Property Owner in connection with real estate taxes on the above-referenced property for the years 2021 - 2022 and any prior years.

Property Owner: KC Trust II The

By:   
(Signature)

Name: Lee Kunz Jr  
(Print or Type Name)

Title: Trustee  
(Print or Type Title)

Phone: 303-431-9536

Email: lee@leekunz.com

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 2021, by

Lee & Kunz . Witness my hand and official seal.

Sharon R. Hulstrom  
Notary Public

My Commission expires: 1-21-2023

Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

STIPULATION (As to Tax Year(s) 2020 Actual Value(s))

1. The property subject to this Stipulation is:  
Schedule No. (S): R0105413 Parcel NO.(S) 0182518200006

2. The subject property is classified as a Vacant Land property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2020 :

Land	\$299,475
Improvements	<input type="text"/>
Total	\$299,475

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2020 :

Land	\$152,460
Improvements	
Total	\$152,460

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2020.

DATED this: February 25, 2022

DAVID G. BERGER AGENT  
Petitioner's Representative  
DAVID G. BERGER  
RHJACOBSON & CO  
DBERGER@RHJACOBSON-CO.COM  
303 642 5251

Valerie Ferguson  
Assessor Representative  
Adams County Assessor's Office

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0105413 Parcel No : 0182518200006  
 Petition Year : 2020 Date Filed : February 25,2022  
 Owner Entity : KC TRUST II  
 Owner Address : 4096 YOUNGFIELD ST  
 Owner City : WHEAT RIDGE State : CO  
 Property Location : VACANT LAND

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: [REDACTED]	[REDACTED]	L: \$299,475	\$86,850	A. Ratio	29.00%
		I: [REDACTED]	[REDACTED]	I: [REDACTED]	\$0	Mill Levy	123.003
<b>TOTALS :</b>		\$0	\$0	\$299,475	\$86,850	Original Tax	\$10,683

**Tax Exempt Portion**  
0%

**Petitioner's Statement :**  
N/A

**Assessor's Report**  
**Situation :**

**Action :**  
Comparables were reviewed and a reduction in value appears warranted.

**Recommendation :**  
Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L: \$299,475	\$86,850	L: \$152,460	\$44,210	Tax Refund	\$5,244.85
		I: \$0	\$0	I: \$0	\$0	Revised Tax	
<b>TOTALS :</b>		\$299,475	\$86,850	\$152,460	\$44,210		\$5,437.96

*Valerie Ferguson* April 12, 2022  
 Appraiser Date

Certified Residential Appraiser

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
 (Use Assessor's or Commissioners' Date Stamp)

**RECEIVED**

**Section I: Petitioner, please complete Section I only.**

Date: 12/17/2021  
 Month Day Year

JAN 04 2022 POSTMARKED

Petitioner's Name: KC Trust II

OFFICE OF THE  
**ADAMS COUNTY ASSESSOR**

12/28/2021

Petitioner's Mailing Address: c/o David G Berger  
5336 Bristol Street Arvada, CO 80002  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0105413</u>	<u>Approximately 5400 Utica St</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) 2019 and 2020 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.)

Parcel is a land locked residential property. There is no available access to allow for development. Land has minimal value

See Attached analysis

Petitioner's estimate of value: \$ 150,000 ( 2019 ) and \$ 150,000 ( 2020 )  
 Value Year Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete.

\_\_\_\_\_  
 Petitioner's Signature Daytime Phone Number ( \_\_\_\_\_ )

By \_\_\_\_\_  
 Agent's Signature\* Daytime Phone Number ( 303 ) 642-5251

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II:		Assessor's Recommendation					
		(For Assessor's Use Only)					
		Tax Year _____			Tax Year _____		
		Actual	Assessed	Tax	Actual	Assessed	Tax
Original	_____	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.							
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.							
Tax year: _____ Protest?		<input type="checkbox"/> No		<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
Tax year: _____ Protest?		<input type="checkbox"/> No		<input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)			
<input type="checkbox"/> Assessor recommends denial for the following reason(s):							
_____ Assessor's or Deputy Assessor's Signature							

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____			Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____	_____	_____	_____
Corrected	_____	_____	_____	_____	_____	_____
Abate/Refund	_____	_____	_____	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature \_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and

Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED, that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor and the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund	Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____	_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note. Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this abatement petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature \_\_\_\_\_  
Property Tax Administrator's Signature Date

LETTER OF AUTHORIZATION

Property Address: Vacant Land Approximately 4500 W 54th Avenue

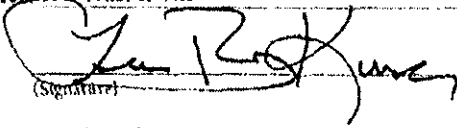
Schedule Number: R0105413

Property Owner: KC Trust II The

To Whom It May Concern:

Property Owner identified above hereby appoints R.H. Jacobson & Co. and its associates to represent Property Owner in connection with real estate taxes on the above-referenced property for the years 2021 - 2022 and any prior years.

Property Owner: KC Trust II The

By:   
(Signature)

Name: Lee Kunz Jr  
(Print or Type Name)

Title: Trustee  
(Print or Type Title)

Phone: 303-431-9536

Email: lee@leekunz.com

STATE OF Colorado )  
COUNTY OF Jefferson ) ss.

The foregoing instrument was acknowledged before me this 23rd day of March, 2021, by

Lee & Kunz . Witness my hand and official seal.

Sharon R Hulstrom  
Notary Public

My Commission expires: 7-21-2023



Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

**STIPULATION (As to Tax Year(s) 2021 Actual Value(s))**

1. The property subject to this Stipulation is:  
Schedule No. (S): **R0198639** Parcel No.(S) **01823-35-4-01-030**

2. The subject property is classified as a Residential property.

3. The County Assessor originally assigned the following actual value to the subject property for tax year(s) 2021 :

Land	\$334,218
Improvements	\$10,392,958
Total	\$10,727,176

4. The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021 :

Land	\$334,218
Improvements	\$9,665,782
Total	\$10,000,000

5. By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value of this property for tax year(s) 2021.

DATED this: 25<sup>th</sup> of April, 2022

1495 Peoria Investor LLC  
1495 Peoria Equity Owner LLC, member  
Prospect Investments LLC, member  
*[Signature]*, member  
Petitioner's Representative  
*David George, member*

**Rita  
Anderson**

Assessor Representative  
Adams County Assessor's Office

Digitally signed by Rita Anderson  
DN: cn=Rita Anderson, o=Adams  
County Colorado, ou=Assessor's  
Office,  
email=randerson@adcogov.org, c=US  
Date: 2022.04.18 07:32:52 -0600

**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0198639 Parcel No : 01823-35-4-01-030  
 Petition Year : 2021 Date Filed : February 18, 2022  
 Owner Entity : 1945 Peoria Investor LLC  
 Owner Address : 574 Santa Fe Dr, Ste 110 , C/O Wheelhouse  
 Owner City : Denver State : CO  
 Property Location : 1945 Peoria St, Aurora, CO

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L:	\$334,218		L: \$334,218	\$23,900	A. Ratio 7.15%
		I:	\$7,665,782		I: \$10,392,958	\$743,100	Mill Levy 115.060
TOTALS :		\$8,000,000	\$572,000	\$10,727,176	\$767,000	Original Tax \$88,251.02	

**Petitioner's Statement :**

The new valuation is too high comparable properties sold in the area sold for between \$107k and 127k per unit. A valuation of \$8M would put this property at \$117,647 per unit. Furthermore, during 2020, including March-June 2020, we suffered serious delinquencies and vacancies because of the COVID-19 pandemic, which reduced the value of the building.

**Assessor's Report**

**Situation :**

Property was purchased during the base period, Sept 2019.

**Action :**

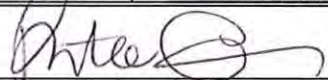
Reviewed petitioner's/all comparable sales as close to June 2020 as possible.

**Recommendation :**

Upon review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL		L:	\$334,218	\$23,900	L: \$334,218	\$23,900	Tax Refund \$5,983.12
		I:	\$10,392,958	\$743,100	I: \$9,665,782	\$691,100	Revised Tax
TOTALS :		\$10,727,176	\$767,000	\$10,000,000	\$715,000	\$82,267.90	

  
Appraiser

April 18, 2022  
Date

PETITION FOR ABATEMENT OR REFUND OF TAXES

RECEIVED

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

FEB 18 2022

**Section I: Petitioner, please complete Section I only.**

Date: 02 18 2022  
Month Day Year

OFFICE OF THE  
ADAMS COUNTY ASSESSOR

Petitioner's Name: 1945 Investor LLC

Petitioner's Mailing Address: P.O. Box 9670 Denver CO 80209

City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY  
0182335401030 1945 Peoria Street Aurora CO 80207

R0198639

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

The new valuation is too high. Comparable properties sold in the area sold for between \$107k and \$127k per unit. A valuation of \$8M would put this property at \$117,647 per unit. Furthermore, during 2020, including March-June 2020, we suffered serious delinquencies and vacancies because of the COVID-19 pandemic, which reduced the value of the building.

Petitioner's estimate of value: \$ 8,000,000 (2021)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

1945 Peoria Investor LLC David George, Manager  
1945 Peoria Equity Owner LLC Daytime Phone Number (609) 658-4117  
Petitioner's Signature Email david@prospect-investments.com  
Prospect Investments LLC, Manager  
By \_\_\_\_\_ Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Agent's Signature\* Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

**Section II: Assessor's Recommendation**  
(For Assessor's Use Only)

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(i)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**

(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County

this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**

(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date



Ken Musso  
Assessor



Assessor's Office  
4430 South Adams County Parkway  
2nd Floor, Suite C2100  
Brighton, CO 80601-8201  
Phone 720-523-6038  
Fax 720-523-6037  
www.adcogov.org

**BOARD OF COUNTY COMMISSIONERS**

STIPULATION (As to Tax Year(s)) 2021/2022 Actual Value(s))

- The property subject to this Stipulation is:  
Schedule No. (S): R0103135 - *less 1000*. Parcel NO.(S) 01825-08-2-08-001

R0103141 - <i>No value change</i>	01825-08-2-11-004
R0204716	01825-08-2-11-004

- The subject property is classified as a Commercial property.
- The County Assessor originally assigned the following actual value(s) to the subject property for tax year(s) 2021/2022 :

SEE ATTACHED

- The Adams County Assessor has reviewed this file and agrees to make the following adjustment to the valuation for the subject property for tax year(s) 2021/2022 :

SEE ATTACHED

- By entering into this agreement, the Petitioner understands that they are giving up rights to further appeal of the value(s) of this property for tax year(s) 2021/2022 .

DATED this: April 1, 2022

*Carol Christensen*  
 Petitioner's Representative  
 Carol Christensen  
 Clear Creek Development, LLC

Whitney Sparks  
 Digitally signed by Whitney Sparks  
 DN: cn=Whitney Sparks, o, ou,  
 email=wsparks@adcogov.org, c=US  
 Date: 2022.04.19 14:12:01 -0600

---

Assessor Representative  
 Adams County Assessor's Office

**ADAMS COUNTY ASSESSOR'S RECOMMENDATION WORKSHEET  
BOARD OF COUNTY COMMISSIONERS (BOCC)**

Account No : **R0204716** Parcel No : **01825-08-2-11-004**  
 Petition Year : **2021** Petition Filed Date : **March 30, 2022**  
 Owner Entity : **Clear Creek Development LLC**  
 Owner Address : **10808 S River Front Pkwy Ste 378**  
 Owner City : **South Jordan** State : **UT**  
 Property Location : **6001 Federal Blvd**

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	344	L: \$5,870,920		L: \$5,870,920	\$1,702,570	A. Ratio	29.00%
		I: \$0		I: \$177,528	\$51,480	Mill Levy	186.447
<b>TOTALS :</b>		<b>\$5,870,920</b>	<b>\$1,702,570</b>	<b>\$6,048,448</b>	<b>\$1,754,050</b>	Original Tax	<b>\$327,037</b>

**Petitioner's Statement :**

Building was demolished prior to January 1, 2021.

**Assessor's Report**

**Situation :**

Petitioner submitted an affidavit from the demolition contractor stating that all demolition was completed prior to January 1, 2021.

**Action :**

The improvement value needs removed for tax year 2021 and forward.

**Recommendation :**

Upon further review, a reduction in value appears warranted.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	344	L: \$5,870,920	\$1,702,570	L: \$5,870,920	\$1,702,570	Tax Refund	\$9,598.29
		I: \$177,528	\$51,480	I: \$0	\$0	Revised Tax	
<b>TOTALS :</b>		<b>\$6,048,448</b>	<b>\$1,754,050</b>	<b>\$5,870,920</b>	<b>\$1,702,570</b>		<b>\$317,439.07</b>

Whitney Sparks  
Appraiser

April 19, 2022  
Date

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received \_\_\_\_\_  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: 03 30 2022  
Month Day Year

Petitioner's Name: Clear Creek Development, LLC Attn: Carol Christensen  
 Petitioner's Mailing Address: 14034 S 145 E #301  
Draper UT 84020  
 City or Town State Zip Code

RO103141  
RO2047162  
RO103135

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>0182508211004</u>	<u>7001 Federal Blvd SUB: Brauman's SUBD BLK: 1</u> <u>Lot: 2 Desc: Exc PARC</u>
<u>0182508208001</u>	<u>7001 Federal Blvd SUB: Brauman's SUBD</u> <u>FL: 2 Desc: Tract A</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

All building were demolished in August - November 2020, Land has been vacant since then. Demo permits are in your files

Petitioner's estimate of value: \$ \_\_\_\_\_ (\_\_\_\_\_)  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Carol Christensen  
Petitioner's Signature

Daytime Phone Number: 925 984-6602  
Email: Carol@thistlecreek.com

By \_\_\_\_\_  
Agent's Signature

Daytime Phone Number (\_\_\_\_\_) \_\_\_\_\_  
Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S. denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision. § 39-10-114(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)		
Tax Year _____		
Actual	Assessed	Tax
Original _____	_____	_____
Corrected _____	_____	_____
Abate/Refund _____	_____	_____
<input type="checkbox"/> Assessor recommends approval as outlined above.		
If the request for abatement is based upon the grounds of overvaluation, an abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer. § 39-10-114(1)(a)(D), C.R.S.		
Tax year: _____ Protest? <input type="checkbox"/> No <input type="checkbox"/> Yes (If a protest was filed, please attach a copy of the NOD.)		
<input type="checkbox"/> Assessor recommends denial for the following reason(s):		
_____ Assessor's or Deputy Assessor's Signature		

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

*(Section III or Section IV must be completed)*

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(17), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
*(Only for abatements up to \$10,000)*

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____	
	<u>Actual</u>	<u>Assessed</u>
	_____	_____
Original	_____	_____
Corrected	_____	_____
Abate/Refund	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
 Petitioner's Signature Date

\_\_\_\_\_  
 Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
*(Must be completed if Section III does not apply)*

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
 with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and

Name

Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said

Name

County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
 Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
 County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
*(For all abatements greater than \$10,000)*

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
 Secretary's Signature

\_\_\_\_\_  
 Property Tax Administrator's Signature

\_\_\_\_\_  
 Date



**ASSESSOR'S RECOMMENDATION  
BOARD OF COUNTY COMMISSIONERS**

Account No : R0207139 Parcel No : 0182307101016  
 Petition Year : 2021 Date Filed : April 18, 2022  
 Owner Entity : GREYHOUND PARK APARTMENTS LLLP  
 Owner Address : 155 S MADISON ST STE 326  
 Owner City : DENVER State : CO  
 Property Location : 6230 GLENCOE ST

TYPE	OCC CODE	PETITIONER'S REQUESTED VALUES		ASSESSOR'S ASSIGNED VALUES		ORIGINAL TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: \$385,911		L: \$385,911	\$0	A. Ratio	29.00%
		I: \$385,911		I: \$385,911	\$111,910	Mill Levy	88.623
TOTALS :		\$385,911	\$111,910	\$385,911	\$111,910	Original Tax	\$9,918

**Petitioner's Statement :**

PETITIONER PARTNERED WITH THE COMMERCE CITY HOUSING AUTHORITY ON SEPTEMBER 15,2020 AND BECOME EXEMPT AS OF THIS DATE.

**Assessor's Report**

**Situation :**

**Action :**

CHANGED ACCOUNT TO EXEMPT STATUS PER HOUSING AUTHORITY

**Recommendation :**

Upon further review, a hearing is necessary to determine value.

**ASSESSOR'S RECOMMENDED ADJUSTMENT**

TYPE	OCC CODE	ASSESSOR'S ASSIGNED VALUE		RECOMMENDED VALUE		REVISED TAX WARRANT	
		Actual Value	Assessed Value	Actual Value	Assessed Value		
REAL	100	L: \$0	\$0	L: \$0	\$0	Tax Refund	\$0.00
		I: \$385,911	\$111,910	I: \$385,911	\$111,910	Revised Tax	
TOTALS :		\$385,911	\$111,910	\$385,911	\$111,910		\$9,917.80

MARIA P

April 18, 2022

Date

**PETITION FOR ABATEMENT OR REFUND OF TAXES**

County: Adams

Date Received 2/15/2022  
(Use Assessor's or Commissioners' Date Stamp)

**Section I: Petitioner, please complete Section I only.**

Date: Feb 15 2022  
Month Day Year

Petitioner's Name: Greyhound Park Apartments LLLP  
 Petitioner's Mailing Address: 155 S Madison St Ste 326  
Denver CO 80209-3069  
 City or Town State Zip Code

SCHEDULE OR PARCEL NUMBER(S)	PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY
<u>R0207139</u>	<u>6230 Glencoe St Commerce City</u>

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

Petitioner Partnered with the Commerce City Housing Authority  
on September 15, 2020 and became exempt as of this date.

Petitioner's estimate of value: \$ \_\_\_\_\_ ( 2021 )  
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Jaquelyn Headley (on behalf of the petitioner) \_\_\_\_\_ Daytime Phone Number ( 720 ) 523-6743  
 Petitioner's Signature Email jheadley@adcogov.org  
 By \_\_\_\_\_ Daytime Phone Number ( \_\_\_\_\_ )  
 Agent's Signature\* Email \_\_\_\_\_

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

<b>Section II: Assessor's Recommendation</b> (For Assessor's Use Only)			
	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	<u>\$385,911</u>	<u>\$111,910</u>	<u>\$9,917.80</u>
Corrected	<u>\$385,911</u>	<u>0</u>	<u>0</u>
Abate/Refund	_____	_____	<u>\$9,917.80</u>

Assessor recommends approval as outlined above.

If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S.

Tax year: \_\_\_\_\_ Protest?  No  Yes (If a protest was filed, please attach a copy of the NOD.)

Assessor recommends denial for the following reason(s):

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

**The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:**

	Tax Year _____		
	<u>Actual</u>	<u>Assessed</u>	<u>Tax</u>
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature

\_\_\_\_\_  
Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
\_\_\_\_\_

with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (*being present--not present*) and Petitioner \_\_\_\_\_ (*being present--not present*), and WHEREAS, the said \_\_\_\_\_ Name \_\_\_\_\_ Name \_\_\_\_\_ County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (*agrees--does not agree*) with the recommendation of the Assessor, and that the petition be (*approved--approved in part--denied*) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature

\_\_\_\_\_  
Property Tax Administrator's Signature

\_\_\_\_\_  
Date

*Applegate Law Firm, P.C.*  
*Lee A. Applegate, Esq.*

Tele: (303) 679-3506  
Fax: (303) 679-3507

P.O. Box 690  
Indian Hills, CO 80454-0690

email: [leealaw@aol.com](mailto:leealaw@aol.com)  
cellular: (303) 618-7352

November 26, 2020

VIA EMAIL to: [jheadley@adcogov.org](mailto:jheadley@adcogov.org)

Adams County Assessor's Office  
Attn: Jackie Headley, Administrative Head  
Real Property Sales Tax Exemption Division  
4430 S. Adams County Pkwy, Suite C2100  
Brighton, CO 80601

Re: **Application for Real Property Tax Exempt Designation:**

<u>Applicant/Owner:</u>	Greyhound Park Apartments LLLP, Affordable Housing Project Owner
<u>Housing Authority:</u>	Commerce City Housing Authority, Commerce City, Colorado
<u>Land Parcel:</u>	[Newly Platted in Adams County - No Parcel or Account Number Assigned by Assessor - Legal Description Provided Below]
<u>Affordable Housing Project:</u>	Greyhound Park Apartments, Commerce City, Colorado

Dear Ms. Headley:

The undersigned is General Counsel serving as Agent and Attorney-in-Fact for the Commerce City Housing Authority, Adams County, Colorado, a body corporate and politic organized and existing pursuant to the Housing Authorities Law of the State of Colorado.

Effective as of September 15, 2020, the Commerce City Housing Authority acquired a 0.01% ownership interest as a Special Limited Partner in Greyhound Park Apartments LLLP, a Colorado limited liability limited partnership ("Owner/Applicant"), owner of record of that certain real property located in the County of Adams, State of Colorado, at or about 62<sup>nd</sup> Avenue & Glencoe Street, in Commerce City. It is at this location that the Owner/Applicant is undertaking construction, development, operation and management of an affordable multi-family and workforce rental housing complex to be named "Greyhound Park Apartments."

Through this public/private partnership, Commerce City Housing Authority's ownership role as Special Limited Partner in this development entity is part of the Housing Authority's commitment to promoting and maintaining the affordability of housing in Commerce City. The Owner/Applicant which, as of September 15, 2020, now includes the Housing Authority, is preparing to undertake new construction of this affordable housing development project in accordance with tax credit and other financing requirements for this 223-unit site.

Please accept this communication as our request for designation of the subject parcel as real estate tax exempt pursuant to C.R.S. §29-4-227 based upon the ownership interest of the Commerce City Housing Authority in the Owner/Applicant. In connection with this request, the Commerce City Housing Authority certifies that:



- (i) It has the requisite ownership interest in the Owner/Applicant to provide real estate tax exempt benefits to the Owner/Applicant as provided by law;
- (ii) The project is a Qualifying Affordable Housing Project developing 223 affordable rental housing units for long-term affordability, as required; and
- (iii) 100% of the project will serve low-income individuals.

The subject parcel is part of the redevelopment efforts which have been ongoing in relation to the former Mile High Greyhound Park tract in Commerce City, Colorado, and has only recently been platted. The Applicant/Owner, Greyhound Park Apartments LLLP, acquired the property in early September 2020 which, at that time, had a legal description identifying it generally as:

Tract D2, Mile High Greyhound Park, according to the Plat thereof, recorded on August 14, 2020 at Reception No. 2020000079209.

Shortly thereafter, the Owner/Applicant executed a Replat of the subject parcel in preparation for the construction and development phase of the Greyhound Park Apartments and, presently, the subject parcel has a legal description identifying it generally as follows:

Lot 1, Block 1, Mile High Greyhound Park, Amendment No. 1 (A Replat of Tract D2, Mile High Greyhound Park), according to the Plat thereof, recorded on October 6, 2020 at Reception No. 2020000101750.

We hope this history assists you in identifying the parcel discussed here where the Qualifying Affordable Housing Project will be built since no parcel or account number has yet been assigned by the Adams County Assessor's Office. The Owner/Applicant expects to commence construction within the next month or so. The construction work is expected to be completed by approximately June 1, 2023.

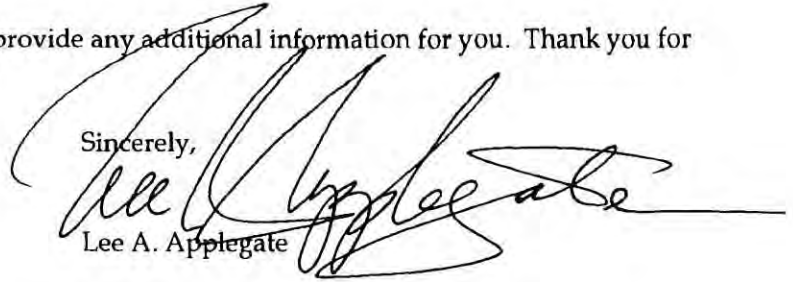
Enclosed you will find the following documentation in support of this designation request:

1. Copy of First Amendment to Limited Partnership Agreement of Greyhound Park Apartments LLLP, effective as of September 15, 2020, by which the Commerce City Housing Authority is established as a Special Limited Partner and 0.01% owner of the Owner/Applicant Greyhound Park Apartments LLLP;
2. Copy of Vesting Quit Claim Deed for subject parcel showing conveyance of title to Greyhound Park Apartments LLLP, dated September 1, 2020 and recorded September 4, 2020 at Reception No. 2020000088408;
3. Copy of Current recorded Plat of the subject parcel, identified generally as: Lot 1, Block 1, Mile High Greyhound Park, Amendment No. 1 (A Replat of Tract D2, Mile High Greyhound Park), according to the Plat thereof, recorded on October 6, 2020 at Reception No. 2020000101750.

Adams County Assessor's Office  
Attn: Jackie Headley, Administrative Head  
Real Property Tax Exemption Division  
November 26, 2020  
Page 3

Please let me know if we can provide any additional information for you. Thank you for your assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Lee A. Applegate", written over the printed name below it.

Lee A. Applegate

Enclosures

cc: Commerce City Housing Authority  
Greyhound Park Apartments LLLP

## **First Amendment to Limited Partnership Agreement of Greyhound Park Apartments LLLP**

THIS FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT (this "Amendment") is made and entered into effective as of September 15, 2020, by and among Greyhound Park Apartments GP LLC, a Colorado limited liability company (the "General Partner"), Delwest Financial Corporation, a Colorado corporation (the "Limited Partner"), and Commerce City Housing Authority, a public body corporate and politic organized and existing under the Housing Authorities Law of the State of Colorado (the "Special Limited Partner").

### **RECITALS**

- A. Greyhound Park Apartments LLLP, a Colorado limited liability limited partnership (the "Partnership") was formed pursuant to the Certificate of Limited Partnership filed with the Secretary of State of the State of Colorado on December 12, 2019.
- B. The Partnership is governed by that certain Agreement of Limited Partnership dated as of December 12, 2019 (the "Partnership Agreement").
- C. The Partnership owns certain real property located at the intersection of East 62<sup>nd</sup> Avenue and Glencoe Street, County of Adams, State of Colorado (the "Property") for the purpose of improving, developing, maintaining, owning, disposing of, and otherwise dealing with an affordable multifamily housing complex to be constructed on the Property (the "Apartment Complex").
- D. The parties desire to amend the Partnership Agreement to admit the Special Limited Partner to the Partnership so the Partnership can obtain certain tax exemptions under Colorado Revised Statutes §29-4-226, §29-4-227, and §39-26-704(1.5), and under such other authority as may be applicable.

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

### **AGREEMENT**

1. Definitions. Capitalized terms used and not otherwise defined herein shall have the definitions given them in the Partnership Agreement. All references in this Amendment to the Special Limited Partner are references to Commerce City Housing Authority, a public body corporate and politic organized and existing under the Housing Authorities Law of the State of Colorado only and are not intended as references to any other limited partner in the Partnership.

2. Admission to Partnership; Capital Contributions; Legal and Other Expenses; Fees.

(a) The Special Limited Partner is hereby admitted into the Partnership as a Limited Partner having a 0.01% Sharing Ratio, which represents a 0.01% ownership interest in the Partnership, including all distributions and allocations of profits, losses and credits, and a 0.01% interest in the sales or refinancing transaction proceeds. The Limited Partner's Sharing Ratio in the Partnership, and thus its interest in distributions and allocations, shall be

correspondingly reduced by 0.01% to 98.99%.

(b) The Special Limited Partner has made a Capital Contribution to the Partnership of \$100.00. The Special Limited Partner represents that as of the date hereof, its Capital Account does not exceed \$100.00. The Special Limited Partner shall have no further obligation whatsoever of any kind or description to make Capital Contributions to the Partnership, to make any loans to the Partnership or to make any other payments to the Partnership of any kind or nature.

(c) The Partnership shall pay legal fees, costs and other expenses incurred by the Special Limited Partner in connection with this Amendment and the Partnership Agreement and its admission as the Special Limited Partner, including costs incurred in connection with the due diligence activities of the Special Limited Partner and other expenses associated with due diligence reviews, meetings with the Partnership and its agents, and other work related to this Amendment, (the "Expenses"). In addition to the Expenses, the Partnership shall pay the legal fees, costs and other expenses incurred by the Special Limited Partner in connection with any future amendment to the Partnership Agreement.

3. Real Property Tax Exemption. The Special Limited shall exercise all commercially reasonable efforts, including providing affidavits and other documentary evidence required under applicable law and regulations to cooperate with and assist the Partnership in the Partnership's application for an exemption from special assessments and real property tax and certain state sales and use taxes provided under Colorado Revised Statutes §29-4-226, §29-4-227, and §39-26-704(1.5), and under such other authority as may be applicable. Any applications for exemption based on the participation of the Special Limited Partner shall be subject to the prior review and approval of the Special Limited Partner.

4. Liability of Special Limited Partner and Partnership; Indemnification of Special Limited Partner. The Special Limited Partner and all of its officers, directors, commissioners, managers, employees, partners, agents, shareholders, members, trustees, predecessors, and successors (collectively, the "SLP Parties"), shall incur no liability for the Special Limited Partner's acts or omissions in connection with the Partnership, except that the Special Limited Partner shall be liable for any gross negligence, willful misconduct or violation of law caused by the Special Limited Partner. The Partnership and the General Partner shall indemnify and hold harmless each of the SLP Parties against any loss, liability, claim or damage arising from or related to the acts, omissions or conduct of the Partnership.

5. Withdrawal Rights. Except as otherwise provided herein, the Special Limited Partner shall have the right to withdraw from the Partnership upon thirty (30) days written notice to the General Partner and the Limited Partner, upon any of the following: (i) a breach by the General Partner and the Limited Partner of any provisions of this Amendment if such breach is not cured within thirty (30) days following written notice thereof by the Special Limited Partner to the General Partner and the Limited Partner; or (ii) an event of Bankruptcy with respect to the Partnership.

6. Removal Rights. The General Partner, or an affiliate thereof, shall have the option to, at any time, purchase the Special Limited Partner's interest in the Partnership for an amount



equal to \$100, plus any accrued but unpaid amounts otherwise payable to the Special Limited Partner under the Amendment.

7. Required Consent. The written consent of the Special Limited Partner, which shall not be unreasonably withheld, delayed or conditioned, shall be required for any amendment or modification to this Amendment or the Partnership Agreement that would have a material adverse effect on the rights or obligations of the Special Limited Partner under this Amendment or the Partnership Agreement. Except for those consent rights of the Special Limited Partner specifically set forth in this Section 7, the Special Limited Partner shall have no right, power or authority to take any action on behalf of the Partnership, or to approve or consent to any action of the Partnership or the General Partner. The Special Limited Partner's sole remedy for the General Partner's or the Partnership's failure to obtain the Special Limited Partner's consent as set forth above shall be to withdraw from the Partnership as provided in Section 5 thereof. The Special Limited Partner shall not have the power or authority to bind the Partnership or to sign any agreement or document in the name of the Partnership. Notwithstanding anything to the contrary set forth in the Partnership Agreement, as amended hereby, the Special Limited Partner cannot assign, pledge or otherwise transfer its interest in the Partnership, in whole or in part, without the prior written consent of the General Partner.

8. Notices. The following is the address of the Special Limited Partner for notice purposes under this Amendment and the Partnership Agreement.

Commerce City Housing Authority  
7887 E. 60<sup>th</sup> Avenue  
Commerce City, Colorado 80022  
Attn: Tracy Jones, Housing and Resident Services Manager

With a copy to:

Applegate Law Firm, P.C.  
P.O. Box 690  
Indian Hills, CO 80454-0690  
Attn: Lee A. Applegate, Esq.  
Telephone: 303-679-3506  
E-mail: leealaw@aol.com

9. Conflicts. If any provision of the Amendment conflicts with any provision of the Partnership Agreement or any document, the provisions of this Amendment shall be controlling in all aspects.

10. Governing Law. This Amendment shall be construed and enforced in accordance with the laws of the State of Colorado, without regard to the principles of conflicts of laws.

11. Binding Agreement. This Amendment shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

12. Headings. All headings in this Amendment are for convenience of reference only and are not intended to qualify the meaning of any provision of this Amendment.

13. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

The parties have caused this Amendment to be duly executed as of the date first written above.

GENERAL PARTNER:

Greyhound Park Apartments GP LLC, a Colorado limited liability company

By:   
Joseph A. DelZotto  
Its: Manager

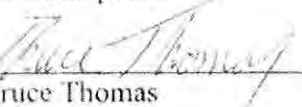
LIMITED PARTNER:

Delwest Financial Corporation, a Colorado corporation

By:   
Joseph A. DelZotto  
Its: President

SPECIAL LIMITED PARTNER:

Commerce City Housing Authority, a public body corporate and politic

By:   
Bruce Thomas  
Its: Chairman

After recording return to:  
Merrick Shaner & Bernstein  
Attn: Mark K. Shaner, Esq.  
4600 South Syracuse Street, 9<sup>th</sup> Floor  
Denver, Colorado 80237

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*Space above reserved for recorder's use*

## QUITCLAIM DEED

### (Tract D2)

**THIS DEED**, made this 1<sup>st</sup> day of September, 2020, between **Greyhound Park Apartments GP LLC**, a Colorado limited liability company, **grantor**, and **Greyhound Park Apartments LLLP.**, a Colorado limited liability limited partnership, whose legal address is 155 South Madison Street, Suite 326, Denver, Colorado 80209, **grantee**:

**WITNESS**, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, and QUITCLAIMED, and by these presents, does remise, release, sell, and QUITCLAIM unto the grantee, its heirs, successors and assigns, forever, all the right, title, interest, claim and demand which the grantor has in and to the real property, together with improvements, if any, situated, lying and being in the County of Adams and State of Colorado described as follows:

TRACT D2, MILE HIGH GREYHOUND PARK, ACCORDING TO THE  
PLAT THEREOF RECORDED AUGUST 14, 2020 UNDER RECEPTION  
NO. 20200000079209, COUNTY OF ADAMS, STATE OF COLORADO.


**TO HAVE AND TO HOLD** the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the grantor, either in law or equity, to the only proper use, benefit and behoof of the grantee, its heirs and assigns forever. The singular number shall include the plural, the plural and singular, and the use of any gender shall be applicable to all genders.

[Signature Page Follows]

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GRANTOR:

Greyhound Park Apartments GP LLC,  
a Colorado limited liability company

By:   
Joseph A. DelZotto, Manager

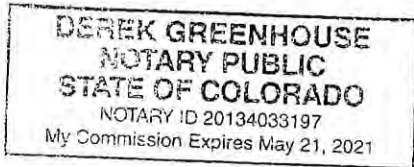
STATE OF COLORADO                )  
                                                          ) ss.  
CITY AND COUNTY OF DENVER    )

The foregoing instrument was acknowledged before me this first day of September, 2020, by Joseph A. DelZotto, as Manager of Greyhound Park Apartments GP LLC, a Colorado limited liability company.

Witness my hand and official seal.

  
Notary Public

My commission expires: 05/21/2021  
[SEAL]



# MILE HIGH GREYHOUND PARK, AMENDMENT NO. 1

A REPLAT OF TRACT D2, MILE HIGH GREYHOUND PARK  
SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO  
SHEET 1 OF 2

### LEGAL DESCRIPTION & DESIGNATION

KNOW ALL MEN BY THESE PRESENTS THAT THE GREYHOUND PARK APARTMENTS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP, BEING THE OWNERS OF THAT PART OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO, MORE PARTICULARLY, DESCRIBED AS FOLLOWS: TRACT D2, MILE HIGH GREYHOUND PARK, RECORDED AT RECEPTION NO. 202000079299 IN THE PUBLIC RECORDS OF ADAMS COUNTY, COLORADO, CONTAINING 3,833 A.C. (18,708 SQ. FT.) OF LAND, MORE PARTICULARLY, AS SHOWN ON THIS PLAT UNDER THE NAME AND STYLE OF **MILE HIGH GREYHOUND PARK, AMENDMENT NO. 1**, AND DO HEREBY GRANT TO THE CITY OF COMMERCE CITY, COLORADO, A PERPETUAL EASEMENT, RIGHT-OF-WAY, AND OTHER PUBLIC PURPOSES FOR PUBLIC AREAS, FLOODWAY AND FLOODPLAIN LIMITS, DRAINAGE AND OTHER PUBLIC PURPOSES AS DETERMINED BY THE CITY OF COMMERCE CITY.

EXECUTED THIS 1st DAY OF September A.D. 2020

GREYHOUND PARK APARTMENTS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

BY: J. W. S.

STATE OF Colorado

CITY OF Denver

ACKNOWLEDGED BEFORE ME THIS 28th DAY OF September 2020

BY: David W. Knapp AS Authorized Signer OF GREYHOUND PARK APARTMENTS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: 7-14-23



### OVERSICURE AND TITLE CERTIFICATION

I, David W. Knapp, A DULY AUTHORIZED OFFICER OF LAND TITLE GUARANTEE COMPANY, HEREBY CERTIFY THAT THE PARTIES EXERCISING THIS PLAT AS OWNERS OF THE ABOVE DESCRIBED EASEMENT, RIGHT-OF-WAY, AND OTHER PUBLIC PURPOSES ARE THE LEGAL AND BENEFICIAL OWNERS OF ALL EASEMENTS OR INTERESTS IN LAND THAT ARE REVEALED BY THIS PLAT AND THAT ALL EASEMENTS OR INTERESTS IN LAND SHOWN ON THIS PLAT ARE THE PROPERTY OF THE ADAMS COUNTY, COLORADO, MAP NUMBER 0801020810H, WITH A MAP REVISION DATE OF MARCH 3, 2007.

SIGNATURE: David W. Knapp

PRINT NAME: David W. Knapp

NOTARY SEAL

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME THIS 28th DAY OF September A.D. 2020 BY DAVID W. KNAPP

STATE OF Colorado

COUNTY OF Denver

ACKNOWLEDGED BEFORE ME THIS 28th DAY OF September 2020

BY: David W. Knapp AS Authorized Signer OF GREYHOUND PARK APARTMENTS LLP, A COLORADO LIMITED LIABILITY PARTNERSHIP

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC

MY COMMISSION EXPIRES: July 12, 2021



### GENERAL NOTES

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR SURVEY MARK SHALL BE SUBJECT TO A FINE OF UP TO \$500 PER VIOLATION.
2. BASIS OF BEARINGS, BEARINGS ARE ASSUMED AND BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO AS BEARING SOUTH 00° 42' 27" EAST A DISTANCE OF 2,643.13 FEET BETWEEN THE MONUMENTS SHOWN HEREON.
3. FLOOD PLAIN NOTE: THE SITE AS PLATTED HEREON IS LOCATED WITHIN OTHER AREAS - ZONE X - IDENTIFIED BY FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP FOR ADAMS COUNTY, COLORADO, MAP NUMBER 0801020810H, WITH A MAP REVISION DATE OF MARCH 3, 2007.
4. THIS SURVEY RELIES ON LAND TITLE GUARANTEE COMPANY COMMITMENT NO. AB079254813-15, WITH THE UNDERSTANDING THAT THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE SURVEYED AREAS AND HAS FOUND NO EVIDENCE OF ANY ENCUMBRANCES OR EASEMENTS OF RECORD TO THE BEST OF HIS KNOWLEDGE. ALL TAX INFORMATION, LENS, LEASES, DEEDS OF TRUST, RELEASES, CLAIMS, ASSIGNMENTS, ASSUMPTIONS, TERMS AGREEMENTS, NOTICES, DECLARATIONS, PROVISIONS, AGREEMENTS, EASEMENTS, RIGHTS, INTERESTS, AND OTHER MATTERS OF RECORD TO THE BEST OF HIS KNOWLEDGE ARE REFLECTED IN SAID TITLE COMMITMENT.
5. DISTANCES ON THIS PLAT ARE BEARING DISTANCES EXPRESSED IN U.S. SURVEY FEET AND BEGINS THEREOF A U.S. SURVEY FOOT IS DEFINED AS EXACTLY 1/360,000 OF A METER.
6. THIS PLAT IS PART OF THE MILE HIGH GREYHOUND PARK PLD. RECEPTION NO. 2017000046097 AND AMENDED BY RECEPTION NO. 2017000115016.
7. NOTICE IS HEREBY GIVEN:
8. ANY CONSTRUCTION AGAINST AN EXISTING SUBDIVISION LOT LINE IS IN VIOLATION OF THE SUBDIVISION REGULATION OF THE CITY, EXCEPT AS HEREBY AUTHORIZED.
9. ANY DIVISION OF AN EXISTING LOT OR CONVEYANCE OF PART OF AN EXISTING SUBDIVISION LOT IS IN VIOLATION OF THIS ARTICLE UNLESS (1) APPROVED BY THE CITY OF COMMERCE CITY, OR (2) IS EXCEPTED FROM THE DEFINITION OF "SUBDIVISION" AS PROVIDED BY THE SUBDIVISION REGULATIONS.
10. THIS PLAT DOES NOT ESTABLISH WATER AVAILABILITY FOR THE SUBJECT PROPERTY. WATER AND WASTEWATER SERVICE IS PROVIDED BY THE SOUTH ADAMS COUNTY WATER AND SANITATION DISTRICT. INVESTIGATION OF THE CURRENT WATER AVAILABILITY FOR THE PROPERTY AND ACQUISITION OF ANY ADDITIONAL WATER REQUIRED FOR DEVELOPMENT OF THE PROPERTY SHALL BE THE SOLE RESPONSIBILITY OF THE APPLICANT. WATER SERVICE DEVELOPMENT APPROVALS WILL NOT BE GRANTED WITHOUT PROOF OF WATER AVAILABILITY.
11. APPLICATIONS TO PLANNING AREAS OF NOT MORE THAN 20% HAVE BEEN APPROVED DURING THE PLANNING PROCESS BY THE COMMUNITY DEVELOPMENT DIRECTOR CONSISTENT WITH GENERAL NOTE #2, SHEET 4 OF THE MILE HIGH GREYHOUND PARK PLD.

TYPE	AREA (SF)	AREA (AC)	% OF TOTAL AREA
LOTS (1-FUTURE DEVELOPMENT)	167,061	3.835	100.00
TOTALS	167,061	3.835	100.00

### SUBDIVISION CERTIFICATE

I, SHAWN D. LEE, A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SURVEY SHOWN ON THIS PLAT IS A CORRECT REPRESENTATION OF THE LAND SHOWN ON THIS PLAT I FURTHER CERTIFY THAT I HAVE PERFORMED THE SURVEY SHOWN HEREON, OR SUCH SURVEY HAS BEEN PERFORMED UNDER MY DIRECT RESPONSIBILITY AND SUPERVISION, THAT THIS PLAT ACCURATELY REPRESENTS SAID SURVEY, AND THAT ALL DISTANCES ARE AS SHOWN HEREON.

SHAWN D. LEE, LICENSED PROFESSIONAL LAND SURVEYOR  
COLORADO L.S. # 12578  
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.  
300 E. WAREHAL AVE., SUITE 1, LITTLETON, CO 80122

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT IN NO EVENT LATER THAN THE DATE OF THE TERMINATION SHOWN HEREON.

NOTE: PER THE STATE OF COLORADO BOARD OF LICENSES FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS, THIS SURVEY IS NOT A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY SUPERVISION AND I AM NOT PROVIDING ANY PROFESSIONAL OPINION OR CONSTRUCTION ADVICE UPON MY KNOWLEDGE, INFORMATION AND BELIEF.



### CITY STAFF CERTIFICATE

APPROVED BY THE CITY ENGINEER OF THE CITY OF COMMERCE CITY THIS 28th DAY OF October A.D. 2020

Signed: Brent Bohlin

CITY ENGINEER

APPROVED BY THE DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT OF THE CITY OF COMMERCE CITY THIS 1st DAY OF October A.D. 2020

Signed: S. B. [Signature]

DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

### ADAMS COUNTY CLERK AND RECORDER'S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE ADAMS COUNTY CLERK AND RECORDER IN THE STATE OF COLORADO, AT 10 M ON THE 28th DAY OF September A.D. 2020

COUNTY CLERK AND RECORDER: \_\_\_\_\_

BY DEPUTY: \_\_\_\_\_

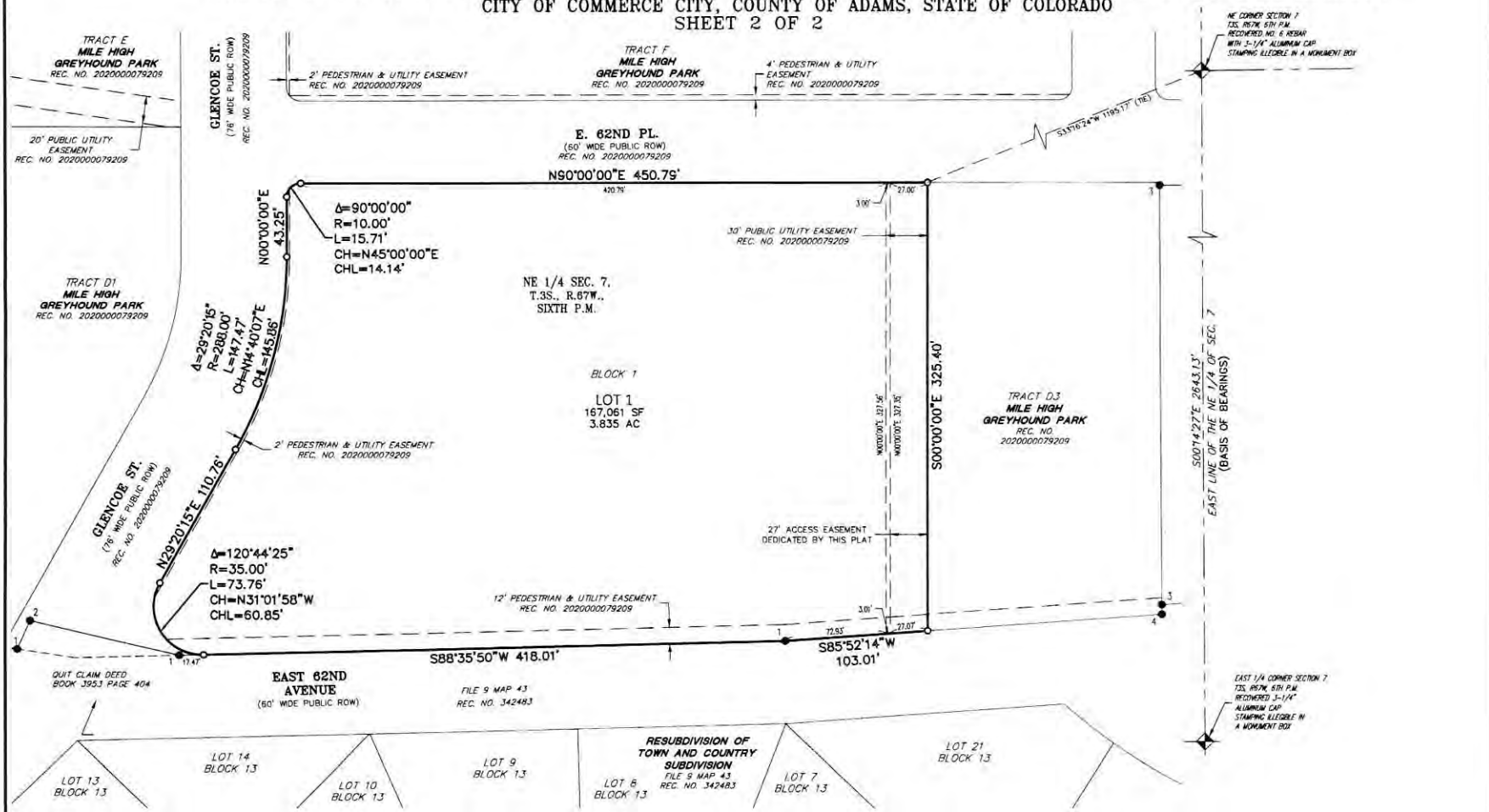
RECEPTION NO. \_\_\_\_\_

**AZTEC**  
CONSULTANTS, INC.  
200 East Harvard Ave., Suite 1  
Littleton, Colorado 80122  
Phone: (303) 721-1199  
Fax: (303) 721-1199  
Created By: DLW

DATE OF REGISTRATION	08-31-2020
SCALE	N/A
SHEET 1 OF 2	

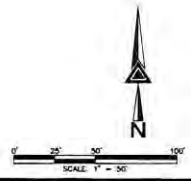
# MILE HIGH GREYHOUND PARK, AMENDMENT NO. 1

A REPLAT OF TRACT D2, MILE HIGH GREYHOUND PARK  
 SITUATED IN THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN,  
 CITY OF COMMERCE CITY, COUNTY OF ADAMS, STATE OF COLORADO  
 SHEET 2 OF 2



**LEGEND**

- ◆ FOUND SECTION CORNER AS NOTED
- SET NO. 5 REBAR WITH 1-1/4" GREEN PLASTIC CAP STAMPED "AZTEC PLS 38158"
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "AZTEC PLS 38256"
- FOUND NO. 5 REBAR WITH 1-1/4" RED PLASTIC CAP STAMPED "37971"
- FOUND NO. 5 REBAR WITH 1-1/4" YELLOW PLASTIC CAP STAMPED "24930"
- FOUND 3/4" BRASS TAG STAMPED "7735"



FOR AND ON BEHALF OF  
 AZTEC CONSULTANTS, INC.

<b>AZTEC</b> CONSULTANTS, INC. 300 East Mineral Ave., Suite 1 Littleton, Colorado 80122 Phone: (303) 713-1999 Fax: (303) 713-1997 www.aztecconsultants.com	DATE OF PREPARATION:	08-31-2020
	SCALE:	1" = 50'
	SHEET 2 OF 2	

AzTec Proj. No: 48120-03      Drawn By: GLW



Assessor Recommendation Worksheet

<b>ABATEMENT FOR TAX YEAR:</b>		<b>2021</b>		
<b>TODAYS DATE</b>		<b>04/05/22</b>		
<b>BUSINESS NAME:</b>	<b>NUMOTION</b>			
<b>ACCOUNT NUMBER:</b>	<b>P0032675</b>			
<b>PARCEL NUMBER:</b>				
	<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
	<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>	<b>\$700,094</b>	<b>\$203,030</b>	<b>115.06</b>	<b>\$23,360.63</b>
<b>REVISED VALUE</b>	<b>\$330,521</b>	<b>\$95,850</b>	<b>115.06</b>	<b>\$11,028.50</b>
<b>ABATED VALUE</b>	<b>\$369,573</b>	<b>\$107,180</b>	<b>115.06</b>	<b>\$12,332.13</b>
<p><b>Provide your reason for the Abatement/Added in the space below:</b></p> <p>Double assessment. PP located in and reported to Washington County, Oregon.</p> <p><i>Taxpayer Error</i></p> <div style="text-align: right; margin-top: 20px;"><i>K.S.</i></div>				
<b>ADDED ASSESSMENT FOR TAX YEAR:</b>		<input style="width: 100px; height: 20px;" type="text"/>		
<b>BUSINESS NAME:</b>				
<b>ACCOUNT NUMBER:</b>				
<b>PARCEL NUMBER:</b>				
	<b>ACTUAL</b>	<b>ASSESSED</b>	<b>MILL</b>	<b>TAX</b>
	<b>VALUE</b>	<b>VALUE</b>	<b>LEVY</b>	<b>DOLLARS</b>
<b>ORIGINAL VALUE</b>		<b>\$0</b>		<b>\$0.00</b>
<b>REVISED VALUE</b>		<b>\$0</b>	<b>0</b>	<b>\$0.00</b>
<b>ADDED VALUE</b>	<b>\$0</b>	<b>\$0</b>	<b>0</b>	<b>\$0.00</b>

PETITION FOR ABATEMENT OR REFUND OF TAXES

County: Adams

Date Received 4/6/2022
(Use Assessor's or Commissioners' Date Stamp)

Section I: Petitioner, please complete Section I only.

Date: 04/04/2022
Month Day Year

Petitioner's Name: NUMOTION C/O TAX DEPT
Petitioner's Mailing Address: 1111 CROMWELL AVE STE 601
ROCKY HILL CT 06067-3455
City or Town State Zip Code

Table with 2 columns: SCHEDULE OR PARCEL NUMBER(S) and PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY. Row 1: P0032675, 13450 SMITH RD

Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for the property tax year 2021 are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error, or overvaluation. Attach additional sheets if necessary.)

PP double assessed with the state of Oregon.

Petitioner's estimate of value: \$ 330,521.00 (2021)
Value Year

I declare, under penalty of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information, and belief, is true, correct, and complete.

Petitioner's Signature Daytime Phone Number (860) 297-7728
Email Fabrizia.Dimaio@numotion.com

By Agent's Signature\* Daytime Phone Number ( )

Printed Name: Email

\*Letter of agency must be attached when petition is submitted by an agent.

If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S.

Section II: Assessor's Recommendation (For Assessor's Use Only)
Tax Year 2021
Actual Assessed Tax
Original
Corrected
Abate/Refund Please see Assessor Recommendation Worksheet
Assessor recommends approval as outlined above.
If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Delemination has been mailed to the taxpayer. § 39-10-114(1)(a)(I)(D), C.R.S.
Tax year: 2021 Protest? [X] No [ ] Yes (If a protest was filed, please attach a copy of the NOD.)
Assessor recommends denial for the following reason(s):
Assessor's or Deputy Assessor's Signature 4/6/2022



**FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY**

(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

**Section III: Written Mutual Agreement of Assessor and Petitioner**  
(Only for abatements up to \$10,000)

The Commissioners of \_\_\_\_\_ County authorize the Assessor by Resolution No. \_\_\_\_\_ to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.

The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:

	Tax Year _____		
	Actual	Assessed	Tax
Original	_____	_____	_____
Corrected	_____	_____	_____
Abate/Refund	_____	_____	_____

Note: The total tax amount does not include accrued interest, penalties, and fees associated with late and/or delinquent tax payments, if applicable. Please contact the County Treasurer for full payment information.

\_\_\_\_\_  
Petitioner's Signature Date

\_\_\_\_\_  
Assessor's or Deputy Assessor's Signature Date

**Section IV: Decision of the County Commissioners**  
(Must be completed if Section III does not apply)

WHEREAS, the County Commissioners of \_\_\_\_\_ County, State of Colorado, at a duly and lawfully called regular meeting held on \_\_\_\_/\_\_\_\_/\_\_\_\_, at which meeting there were present the following members:

Month Day Year

\_\_\_\_\_  
with notice of such meeting and an opportunity to be present having been given to the Petitioner and the Assessor of said County and Assessor \_\_\_\_\_ (being present--not present) and  
Name  
Petitioner \_\_\_\_\_ (being present--not present), and WHEREAS, the said  
Name  
County Commissioners have carefully considered the within petition, and are fully advised in relation thereto, NOW BE IT RESOLVED that the Board (~~agrees--does not agree~~) with the recommendation of the Assessor, and that the petition be (~~approved--approved in part--denied~~) with an abatement/refund as follows:

Year	Assessed Value	Taxes Abate/Refund
_____	_____	_____

\_\_\_\_\_  
Chairperson of the Board of County Commissioners' Signature

I, \_\_\_\_\_ County Clerk and Ex-Officio Clerk of the Board of County Commissioners in and for the aforementioned county, do hereby certify that the above and foregoing order is truly copied from the record of the proceedings of the Board of County Commissioners.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the seal of said County this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_  
Month Year

\_\_\_\_\_  
County Clerk's or Deputy County Clerk's Signature

Note: Abatements greater than \$10,000 per schedule, per year, must be submitted in duplicate to the Property Tax Administrator for review.

**Section V: Action of the Property Tax Administrator**  
(For all abatements greater than \$10,000)

The action of the Board of County Commissioners, relative to this petition, is hereby

Approved  Approved in part \$ \_\_\_\_\_  Denied for the following reason(s):

\_\_\_\_\_

\_\_\_\_\_  
Secretary's Signature Property Tax Administrator's Signature Date



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Cost Amendment to Contract with Adams 12 Five Star Schools for the Community Support Specialist
<b>FROM:</b> Katie McDougal, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and Adams 12 Five Star Schools for the Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process Medicaid applications on behalf of their clients. Adams County hires Community Support Specialists (CSS) that can quickly process Medicaid applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Adams 12 Five Star Schools will fund thirteen percent (13%) of the salary and benefits for the Adams County CSS position. The remaining eighty seven percent (87%) will be reimbursed with Federal and State Medicaid funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department  
Adams County Finance Department  
Adams 12 Five Star Schools

**ATTACHED DOCUMENTS:**

Resolution  
Contract Cost Amendment between the Adams County Human Services Department and  
Adams 12 Five Star Schools.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915, Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>54,214,095</u>

Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,652,600</u>

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**             YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND ADAMS 12 FIVE STAR SCHOOLS TO PROVIDE MEDICAID  
APPLICATION PROCESSING SERVICES

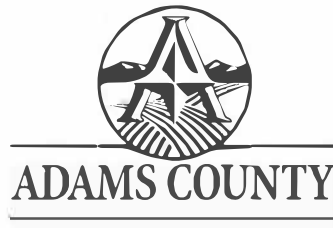
WHEREAS, Adams 12 Five Star Schools has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Adams 12 Five Star Schools would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and Adams 12 Five Star Schools to provide a Community Support Specialist to process Medicaid applications at the Adams 12 Five Star Schools facility is approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.



To: Suzanne DeYoung  
Adams 12 Five Star Schools

From: Kerin Dyer  
Adams County Human Services Department

Date: March 09, 2022

Re: Contract Cost Amendment

The purpose to this memo is to describe the change and decrease of your financial responsibility. Effective January 01, 2022, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of contract was changed to automatic renewal with written notification of any modification that are to be made.

The Adams County Finance Department completed a Medicaid contract analysis and determined that ninety percent (90%) of these costs can be charged to Medicaid and the State of Colorado. For Medicaid eligibility processing with the remaining ten percent (10%) chargeable to the contracting entity. For activities which are not related to eligibility processing, eighty (80%) of the costs can be charged to Medicaid and the remaining twenty (20%) chargeable to the contracting entity. The current average percentage that will be charged to the contracting entity was calculated at thirteen percent (13%).

The below table reflects your 2021 and 2022 financial responsibility while the waiver is in effect.

	January 01, 2021	January 01, 2022
Average Annual Employee Cost (including benefits and coverage)	\$11,922.14	\$10,170.56
Your Share of CSS Cost	\$866.04	\$855.55
Proportionate Supervisory, Coverage and Operational Costs	\$127.47	\$120.88
Total Financial Responsibility	\$993.51	\$976.43

Enclosed are two originals of the Contract Cost Amendment: please sign and return both originals to me, please feel free to contact me at 720.523.2305.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK AND RECORDER

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Clerk

*Amanda McIntyre*  
\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR:

*[Signature]*  
\_\_\_\_\_  
Name: Heather Greicus  
Title: Executive Director JSS

Subscribed and sworn before me this 29<sup>th</sup> day of March 2022, by\

Heather Greicus  
Susan C Parker  
\_\_\_\_\_  
Notary Public

My commission expires: March 11, 2023

SUSAN C PARKER  
NOTARY PUBLIC - STATE OF COLORADO  
NOTARY ID 19994006838  
MY COMMISSION EXPIRES MAR 11, 2023



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Cost Amendment to Contract with Tri-County Health Department for the Community Support Specialist
<b>FROM:</b> Katie McDougal, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and Tri-County Health Department for the Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process Medicaid applications on behalf of their clients. Adams County hires Community Support Specialists (CSS) that can quickly process Medicaid applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Tri-County Health Department will fund thirteen percent (13%) of the salary and benefits for the Adams County CSS position. The remaining eighty seven percent (87%) will be reimbursed with Federal and State Medicaid funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department  
Adams County Finance Department  
Tri-County Health Department

**ATTACHED DOCUMENTS:**

Resolution  
Contract Cost Amendment between the Adams County Human Services Department and Tri-County Health Department.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915, Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>54,214,095</u>

Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,652,600</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND TRI-COUNTY HEALTH DEPARTMENT TO PROVIDE MEDICAID  
APPLICATION PROCESSING SERVICES

WHEREAS, Tri-County Health Department has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Tri-County Health Department would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and Tri-County Health Department to provide a Community Support Specialist to process Medicaid applications at the Tri-County Health Department facility is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.



To: Wendy Nading  
Tri-County Health Department

From: Kerin Dyer  
Adams County Human Services Department

Date: April 04, 2022

Re: Contract Cost Amendment

The purpose to this memo is to describe the change and increase of your financial responsibility. Effective January 01, 2022, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of contract was changed to automatic renewal with written notification of any modifications that are to be made. At the request of Tri-County Health Department, this Cost Amendment will end on December 31, 2022, and may be renewed or amended only by the mutual written agreement of both parties.

The Adams County Finance Department completed a Medicaid contract analysis and determined that ninety percent (90%) of these costs can be charged to Medicaid and the State of Colorado. For Medicaid eligibility processing with the remaining ten percent (10%) chargeable to the contracting entity. For activities which are not related to eligibility processing, eighty (80%) of the costs can be charged to Medicaid and the remaining twenty (20%) chargeable to the contracting entity. The current average percentage that will be charged to the contracting entity was calculated at thirteen percent (13%).

The below table reflects your 2021 and 2022 financial responsibility while the waiver is in effect.

	January 01, 2021	January 01, 2022
Average Annual Employee Cost (including benefits and coverage)	\$11,922.14	\$10,170.56
Your Share of CSS Cost	\$866.04	\$855.55
Proportionate Supervisory, Coverage and Operational Costs	\$127.47	\$120.88
Total Financial Responsibility	\$993.51	\$976.43

Enclosed are two originals of the Contract Cost Amendment: please sign and return both originals to me, please feel free to contact me at 720.523.2305.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK AND RECORDER

5/16/2022  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy Clerk

*Amelia McIntyre*  
\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR:

*Penny Grande*  
\_\_\_\_\_

Name: *Penny Grande*  
\_\_\_\_\_

Title: *Director of Nursing*  
\_\_\_\_\_

Subscribed and sworn before me this *11<sup>th</sup>* day of *April* 2022, by

*Penny Grande*  
\_\_\_\_\_

*Ronae Brockman*  
\_\_\_\_\_  
Notary Public

RONNAE K. BROCKMAN  
Notary Public  
State of Colorado  
Notary ID # 20014009297  
My Commission Expires 03-28-2025

My commission expires: *3/26/2025*  
\_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Cost Amendment to Contract with Genesis Health Care for the Community Support Specialist
<b>FROM:</b> Katie McDougal, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and Genesis Health Care for the Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process Medicaid applications on behalf of their clients. Adams County hires Community Support Specialists (CSS) that can quickly process Medicaid applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

Genesis Health Care will fund thirteen percent (13%) of the salary and benefits for the Adams County CSS position. The remaining eighty seven percent (87%) will be reimbursed with Federal and State Medicaid funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department  
Adams County Finance Department  
Genesis Health Care

**ATTACHED DOCUMENTS:**

Resolution  
Contract Cost Amendment between the Adams County Human Services Department and  
Genesis Health Care.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915, Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>54,214,095</u>

Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,652,600</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND GENESIS HEALTH CARE FOR LONG TERM CARE AND MEDICAID  
APPLICATION PROCESSING SERVICES

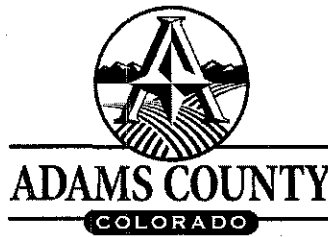
WHEREAS Genesis Health Care has requested to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Adult Medicaid and Long-Term Care applications; and,

WHEREAS current satellite Community Support Specialist deployments have resulted in reducing the typical Adult Medicaid and Long-Term Care application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, Genesis Health Care would have to send application forms to the Human Services Center in Westminster, which would delay Adult Medicaid and Long-Term Care eligibility determination, provision of medical services to needy families, and timely payment for those services; and,

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract between Adams County and Genesis Health Care to provide a community support specialist to process Adult Medicaid and Long-Term Care applications for the Genesis Health Care facility is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.



To: Cassandra Zamora  
Genesis Health Care

From: Kerin Dyer  
Adams County Human Services Department

Date: March 09, 2022

Re: Contract Cost Amendment

The purpose to this memo is to describe the change and increase of your financial responsibility. Effective January 01, 2022, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of contract was changed to automatic renewal with written notification of any modifications that are to be made.

The Adams County Finance Department completed a Medicaid contract analysis and determined that ninety percent (90%) of these costs can be charged to Medicaid and the State of Colorado. For Medicaid eligibility processing with the remaining ten percent (10%) chargeable to the contracting entity. For activities which are not related to eligibility processing, eighty (80%) of the costs can be charged to Medicaid and the remaining twenty (20%) chargeable to the contracting entity. The current average percentage that will be charged to the contracting entity was calculated at thirteen percent (13%).

The below table reflects your 2021 and 2022 financial responsibility while the waiver is in effect.

	January 01, 2021	January 01, 2022
Average Annual Employee Cost (including benefits and coverage)	\$11,922.14	\$10,170.56
Your Share of CSS Cost	\$866.04	\$855.55
Proportionate Supervisory, Coverage and Operational Costs	\$127.47	\$120.88
Total Financial Responsibility	\$993.51	\$976.43

Enclosed are two originals of the Contract Cost Amendment: please sign and return both originals to me, please feel free to contact me at 720.523.2305.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve J. O'Dorisio  
DISTRICT 4

Lynn E. Baca  
DISTRICT 5

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK AND RECORDER

5/16/2022

\_\_\_\_\_  
Date

*Amara McIntyre*

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR:

*[Signature]*  
\_\_\_\_\_

Name: Donald Criger

Title: Administrator 3-30-22

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by\

\_\_\_\_\_  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Cost Amendment to Contract with North Metro Community Services, Inc. for the Community Support Specialist
<b>FROM:</b> Katie McDougal, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and North Metro Community Services, Inc. for the Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process Medicaid applications on behalf of their clients. Adams County hires Community Support Specialists (CSS) that can quickly process Medicaid applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

North Metro Community Services, Inc. will fund thirteen percent (13%) of the salary and benefits for the Adams County CSS position. The remaining eighty seven percent (87%) will be reimbursed with Federal and State Medicaid funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department

Adams County Finance Department

North Metro Community Services, Inc.

**ATTACHED DOCUMENTS:**

Resolution

Contract Cost Amendment between the Adams County Human Services Department and North Metro Community Services, Inc.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915, Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>54,214,095</u>

Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,652,600</u>

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**             YES             NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND NORTH METRO COMMUNITY SERVICES, INC TO PROVIDE  
MEDICAID APPLICATION PROCESSING SERVICES

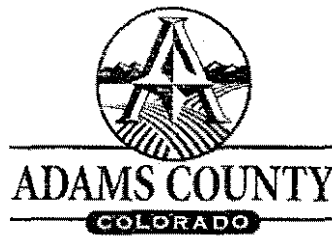
WHEREAS, North Metro Community Services. Inc has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, North Metro Community Services. Inc would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and North Metro Community Services. Inc to provide a Community Support Specialist to process Medicaid applications at the North Metro Community Services. Inc facility is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.



To: Stacey Larrabee  
North Metro Community Services, Inc.

From: Kerin Dyer  
Adams County Human Services Department

Date: March 31, 2022

Re: Contract Cost Amendment

The purpose to this memo is to describe the change and increase of your financial responsibility. Effective January 01, 2022, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of contract was changed to automatic renewal with written notification of any modifications that are to be made.

The Adams County Finance Department completed a Medicaid contract analysis and determined that ninety percent (90%) of these costs can be charged to Medicaid and the State of Colorado. For Medicaid eligibility processing with the remaining ten percent (10%) chargeable to the contracting entity. For activities which are not related to eligibility processing, eighty (80%) of the costs can be changed to Medicaid and the remaining twenty (20%) chargeable to the contracting entity. The current average percentage that will be charged to the contracting entity was calculated at thirteen percent (13%).

The below table reflects your 2021 and 2022 financial responsibility while the waiver is in effect.

	January 01, 2021	January 01, 2022
Average Annual Employee Cost (including benefits and coverage)	\$11,922.14	\$10,170.56
Your Share of CSS Cost	\$866.04	\$855.55
Proportionate Supervisory, Coverage and Operational Costs	\$127.47	\$120.88
Total Financial Responsibility for one Community Support Specialist	\$993.51	\$976.43
Total Financial Responsibility for two Community Support Specialists		\$1952.86

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve J. O'Dorisio  
DISTRICT 4

Lynn E. Baca  
DISTRICT 5

Note: North Metro Community Services requested a second Community Support Specialist be added to Contract Cost Amendment in 2022.

Enclosed are two originals of the Contract Cost Amendment: please sign and return both originals to me, please feel free to contact me at 720.523.2305.

IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

5/16/2022

\_\_\_\_\_  
CLERK AND RECORDER

\_\_\_\_\_  
Date

*Amanda McIntyre*

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR:

*North metro Community Svc. Resource Coordination*

Name: *Stacey Larraba* *Stacey Larraba*

Title: *RC Director* *4/20/2022*

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by\

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Cost Amendment to Contract with InnovAge for the Community Support Specialist
<b>FROM:</b> Katie McDougal, Director
<b>AGENCY/DEPARTMENT:</b> Human Services Department
<b>HEARD AT STUDY SESSION ON</b>
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the cost amendment to the contract between the County of Adams, Colorado and InnovAge for the Medicaid processing Community Support Specialist.

### **BACKGROUND:**

Adams County Human Services Department contracts with various medical providers to process Medicaid applications on behalf of their clients. Adams County hires Community Support Specialists (CSS) that can quickly process Medicaid applications submitted by clients at these organizations.

Funding to pay for the salaries and benefits of the Adams County CSS who work on each of these contracts is as follows:

InnovAge will fund thirteen percent (13%) of the salary and benefits for the Adams County CSS position. The remaining eighty seven percent (87%) will be reimbursed with Federal and State Medicaid funds. The supervisory costs are included in the cost of the agreement.

Adams County Human Services Department's recommendation is to approve this contract to enable timely processing of Medicaid applications. This contract will enhance the delivery of medical services to needy families in Adams County.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Human Services Department  
Adams County Finance Department  
InnovAge

**ATTACHED DOCUMENTS:**

Resolution  
Contract Cost Amendment between the Adams County Human Services Department and  
InnovAge.

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 15
<b>Cost Center:</b> 99915, Various

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>54,214,095</u>

Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$9,652,600</u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING CONTRACT COST AMENDMENT BETWEEN ADAMS  
COUNTY AND INNOVAGE TO PROVIDE MEDICAID APPLICATION PROCESSING  
SERVICES

WHEREAS, InnovAge has an agreement to reimburse the Adams County Human Services Department (ACHSD) to employ one Community Support Specialist to process Medicaid applications; and,

WHEREAS, current satellite Community Support Specialist deployments have resulted in reducing the typical Medicaid application processing time frame from 45-60 days to 7-20 days, significantly improving client services, and facilitating cost savings; and,

WHEREAS, without a Community Support Specialist, InnovAge would have to send application forms to the Human Services Center in Westminster, which would delay Medicaid eligibility determination, provision of medical services to needy families, and timely payment for those services.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the contract cost amendment between Adams County and InnovAge to provide a Community Support Specialist to process Medicaid applications at the InnovAge facility is approved.

BE IT FURTHER RESOLVED that the Chair is authorized to execute said agreement on behalf of Adams County and any program modifications and amendments.





To: Casey Ryan  
InnovAge

From: Kerin Dyer  
Adams County Human Services Department

Date: March 09, 2022

Re: Contract Cost Amendment

The purpose to this memo is to describe the change and decrease of your financial responsibility. Effective January 01, 2022, there will be a change in the reimbursement for your Community Support Specialist (CSS). In 2014, the term of contract was changed to automatic renewal with written notification of any modifications that are to be made.

The Adams County Finance Department completed a Medicaid contract analysis and determined that ninety percent (90%) of these costs can be charged to Medicaid and the State of Colorado. For Medicaid eligibility processing with the remaining ten percent (10%) chargeable to the contracting entity. For activities which are not related to eligibility processing, eighty (80%) of the costs can be changed to Medicaid and the remaining twenty (20%) chargeable to the contracting entity. The current average percentage that will be charged to the contracting entity was calculated at thirteen percent (13%).

The below table reflects your 2021 and 2022 financial responsibility while the waiver is in effect.

	January 01, 2021	January 01, 2022
Average Annual Employee Cost (including benefits and coverage)	\$11,922.14	\$10,170.56
Your Share of CSS Cost	\$866.04	\$855.55
Proportionate Supervisory, Coverage and Operational Costs	\$127.47	\$120.88
Total Financial Responsibility	\$993.51	\$976.43

Enclosed are two originals of the Contract Cost Amendment: please sign and return both originals to me, please feel free to contact me at 720.523.2305.  
IN WITNESS WHEREOF, the parties hereto have caused their names to be affixed hereto.

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve J. O'Dorisio  
DISTRICT 4

Lynn E. Baca  
DISTRICT 5

BOARD OF COUNTY COMMISSIONERS  
ADAMS COUNTY, COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
CLERK AND RECORDER

5/17/2022  
\_\_\_\_\_  
Date

*Lindsay McIntyre*

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Adams County Attorney's Office

CONTRACTOR:

  
\_\_\_\_\_  
Name: Barbara Gutierrez

Title: Chief Financial Officer

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2021, by\

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and 909W62AVE, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and 909W62AVE, LLC, for acquisition of property interests in the amount of \$26,355.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND 909W62AVE, LLC, FOR PROPERTY NECESSARY FOR THE  
62<sup>ND</sup> AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM PECOS  
STREET TO WASHINGTON STREET IN THE AMOUNT OF \$26, 355.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 911 West 62<sup>nd</sup> Avenue located in the Northeast Quarter of Section 9, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by 909W62AVE, LLC (“Parcel RW-5”); and,

WHEREAS, Adams County requires ownership of Parcel RW-5 for construction of the Improvements; and,

WHEREAS, 909W62AVE, LLC is willing to sell Parcel RW-5 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and 909W62AVE, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **909W62AVE, LLC, a Colorado limited liability company** whose address is **909 W 62<sup>nd</sup> Ave Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 911 W 62<sup>nd</sup> Ave Denver, CO 80221 hereinafter (the “Property”) for the 62<sup>nd</sup> Avenue – Pecos Street to Washington Street Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.


The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWENTY-SIX THOUSAND THREE HUNDRED FIFTY-FIVE AND NO/100 DOLLARS (\$26,355.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$26,355.00 for the conveyance of road right-of-way. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all 2021 taxes due in 2022 prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
7. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
8. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
9. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
10. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner: 909W62AVE, LLC, a Colorado Limited Liability Company**

By:  \_\_\_\_\_

Title: Mgr \_\_\_\_\_

Date: 4/7/2022 \_\_\_\_\_

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney



**EXHIBIT A (1 OF 2)**  
**RW5**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

A parcel of land, being part of that parcel of land described as Parcel 1 in that Quit Claim Deed recorded July 22, 2014 as Reception No. 2014000047955 of the records of the Adams County Clerk and Recorder, located in the Northeast Quarter (NE1/4) of Section Nine (9), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the North Sixteenth (N1/16) corner between said Section 9 and Section Ten (10), (T.3S.), (R.68W.), and assuming the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9, being monumentalized by a 2 3/8" diameter pipe with a 3 1/4" diameter aluminum cap stamped "LS23881" at the East end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS6973, 2006" in a monument box at the West end, as bearing South 89°54'37" West, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1327.41 feet, with all other bearings contained herein relative thereto;

THENCE South 89°54'37" West along the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9 a distance of 608.15 feet;

THENCE North 00°05'23" West a distance of 30.00 feet to the North Right-of-way line of West 62<sup>nd</sup> Parkway, said North Right-of-way line being Thirty (30) feet, as measured at a right angle, North of and parallel with the South line of the Northeast Quarter of the Northeast Quarter (NE1/4 NE1/4) of said Section 9, said point being the **POINT OF BEGINNING**;

THENCE North 81°59'33" East a distance of 72.59 feet to a point being Ten (10) feet, as measured at a right angle, North of said North Right-of-way line;

THENCE North 89°54'37" East along a line being Ten (10) feet, as measured at a right angle, North of and parallel with said North Right-of-way line a distance of 78.90 feet to the Westerly line of that parcel of land described as Parcel 308B REV in that Special Warranty Deed recorded October 7, 1991 in Book 3823 at Page 416 of the records of the Adams County Clerk and Recorder;

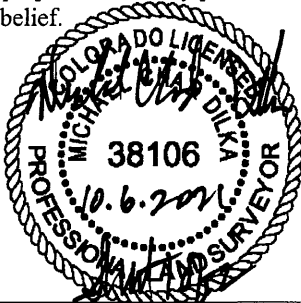
THENCE South 44°57'27" West along the Westerly line of said Parcel 308B REV a distance of 14.15 feet to said North Right-of-way line;

THENCE South 89°54'37" West along said North Right-of-way line a distance of 140.78 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 1,098 sq. ft. or 0.025 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106  
KING SURVEYORS, 650 East Garden Drive, Windsor, CO 80550, (970) 686-5011

JN: 20200317

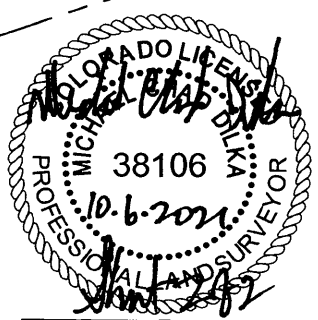
ADAMS COUNTY  
COLORADO

**RockSol**  
Consulting Group, Inc.  
12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350



**KING SURVEYORS**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@kingsurveyors.com

PROJECT NO: 20200317  
DATE: 10/5/2021  
CLIENT: ROCKSOL  
DWG: RWS  
DRAWN: SMF CHECKED: MCD



Michael Chad Dilka -  
On Behalf Of King Surveyors  
Colorado Licensed Professional  
Land Surveyor #38106

**909W62 AVE LLC**  
(REC. NO. 2014000047955)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N81°59'33"E	72.59'
L2	N89°54'37"E	78.90'
L3	S44°57'27"W	14.15'

REC. NO. 2014000047955

REC. NO. C0471818

6' PSCO EASEMENT  
REC. NO. 2018000070522

PARCEL 308B  
FEDERAL AID  
PROJECT NO. 1 76-1(124)  
B.3823 P.416

PARCEL 309  
FEDERAL AID  
PROJECT NO. 1 76-1(124)  
B.3780 P.182

RW5  
1,098 SQ. FT.  
0.025 ACRE

POINT OF BEGINNING

N00°05'23"W  
30.00'

BASIS OF BEARINGS: S89°54'37"W 1327.41'

S89°54'37"W 140.78'

608.15'

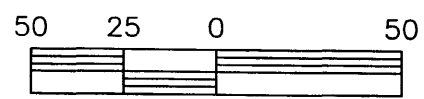
30' ROAD R.O.W.

**W. 62ND PKWY** 50' ROAD R.O.W.

NORTH SIXTEENTH CORNER,  
SECTIONS 9+10, T3S, R68W  
POINT OF COMMENCEMENT

SLOPE EASEMENT  
TO THE COUNTY OF ADAMS  
STATE OF COLORADO  
REC. NO. 2009000076307

LOT 1,  
PECOS I-76 INDUSTRIAL PARK  
PLAT CORRECTION



SCALE IN FEET  
SCALE: 1"=50'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

ADAMS COUNTY PROJECT #IMP2020-000116  
62ND AVENUE-PECOS STREET TO WASHINGTON STREET

RW5-EXHIBIT A (2 OF 2)

NE1/4 SEC. 9, T3S, R68W



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and 777W62, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and 777W62, LLC, for acquisition of property interests in the amount of \$147,540.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND 777W62, LLC FOR PROPERTY NECESSARY FOR THE 62<sup>ND</sup>  
AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM PECOS  
STREET TO WASHINGTON STREET IN THE AMOUNT OF \$147,540.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 777 West 62<sup>nd</sup> Avenue located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by 777W62, LLC (“Parcel RW-10”); and,

WHEREAS, Adams County requires ownership of Parcel RW-10 for construction of the Improvements; and,

WHEREAS, 777W62, LLC is willing to sell Parcel RW-10 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and 777W62, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **777W62, LLC, a Colorado limited liability company** whose address is **777 W 62<sup>nd</sup> Ave Denver, CO 80216** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **777 W 62<sup>nd</sup> Ave Denver, Co 80216**, hereinafter (the “Property”) for the **62<sup>nd</sup> Avenue Improvements Project** (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **ONE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED FORTY AND NO/100 DOLLARS (\$147,540.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$126,420.00 for the conveyance of road right-of-way and \$21,120.00 for property improvements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove approximately 1,188 sf of gravel, 705 sf of asphalt, 293 lf of retaining wall, 3 trees, and one flagpole. But the County has agreed to reimburse the owner the expense of 1,188 sf of gravel, 705 sf of asphalt, 293 lf of retaining wall, 3 trees, and one flagpole and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner: 777W62, LLC, a Colorado limited liability company**

By: Mark Bellis As: Member

Date: 5/10/2022

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_

Chair

\_\_\_\_\_

Date

Approved as to Form:

\_\_\_\_\_

County Attorney



**EXHIBIT A (1 OF 3)**

**RW10**

**Adams County Project #IMP2020-00016  
62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

A parcel of land, being part of Lot 1, Block 1, Midwest Hauler's-Global Subdivision, recorded November 16, 2000 as Reception No. C0732704 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the North Sixteenth (N1/16) corner between said Section 10 and Section Nine (9), (T.3S.), (R.68W.), and assuming the South line of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 10, being monumentalized by a 2 3/8" diameter pipe with a 3 1/4" diameter aluminum cap stamped "LS23881" at the West end and by a #5 rebar with a 3 1/4" diameter aluminum cap stamped "LS9489, 2002" in a monument box at the East end, as bearing North 89°36'29" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 1322.71 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'29" East along the South line of the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of said Section 10 a distance of 464.16 feet to the intersection with the Southerly extension of the East line of said Lot 1;

THENCE North 02°30'18" West along said Southerly extension a distance of 20.01 feet to the Southeast corner of said Lot 1, said point being the **POINT OF BEGINNING**;

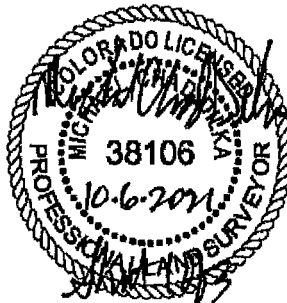
The following Three (3) courses and distances are along the Southerly and Southwesterly lines of said Lot 1:

THENCE South 89°36'29" West a distance of 132.36 feet;

THENCE North 71°26'09" West a distance of 140.20 feet;

THENCE North 31°26'47" West a distance of 15.56 feet to a point being Ten (10) feet, as measured at a right angle, Northeasterly of a Southwesterly line of said Lot 1;

THENCE South 71°26'09" East along a line being Ten (10) feet, as measured at a right angle, Northeasterly of and parallel with said Southwesterly line of said Lot 1 a distance of 119.67 feet to a point being Twenty (20) feet, as measured at a right angle, North of the Westerly extension of the South line of said Lot 1;



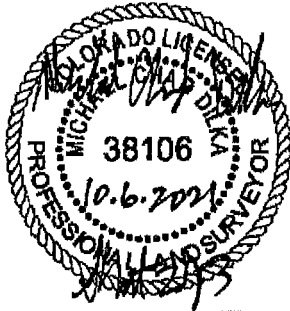
**EXHIBIT A (2 OF 3)**  
**RW10**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

THENCE North 89°36'29" East along a line being Twenty (20) feet, as measured at a right angle, North of and parallel with said Westerly extension and with said South line of said Lot 1 a distance of 159.07 feet to the East line of said Lot 1;  
THENCE South 02°30'18" East along the East line of said Lot 1 a distance of 20.01 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 4,214 sq. ft. or 0.097 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



---

Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

JN: 20200317

ADAMS COUNTY PROJECT #MP2020-00018  
 62ND AVENUE-PECOS STREET TO WASHINGTON STREET  
 RW10-EXHIBIT A (3 OF 3)  
 NW1/4 SEC. 10, T3S, R68W

LOT 2, BLOCK 1  
 MIDWEST HAULER'S  
 GLOBAL SUBDIVISION

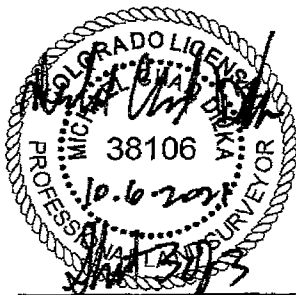
777W62 LLC  
 (REC. NO. 2017000017664)  
 LOT 1, BLOCK 1  
 MIDWEST HAULER'S  
 GLOBAL SUBDIVISION  
 (REC. NO. C0732704)

RW10  
 4,214 SQ. FT.  
 0.097 ACRE

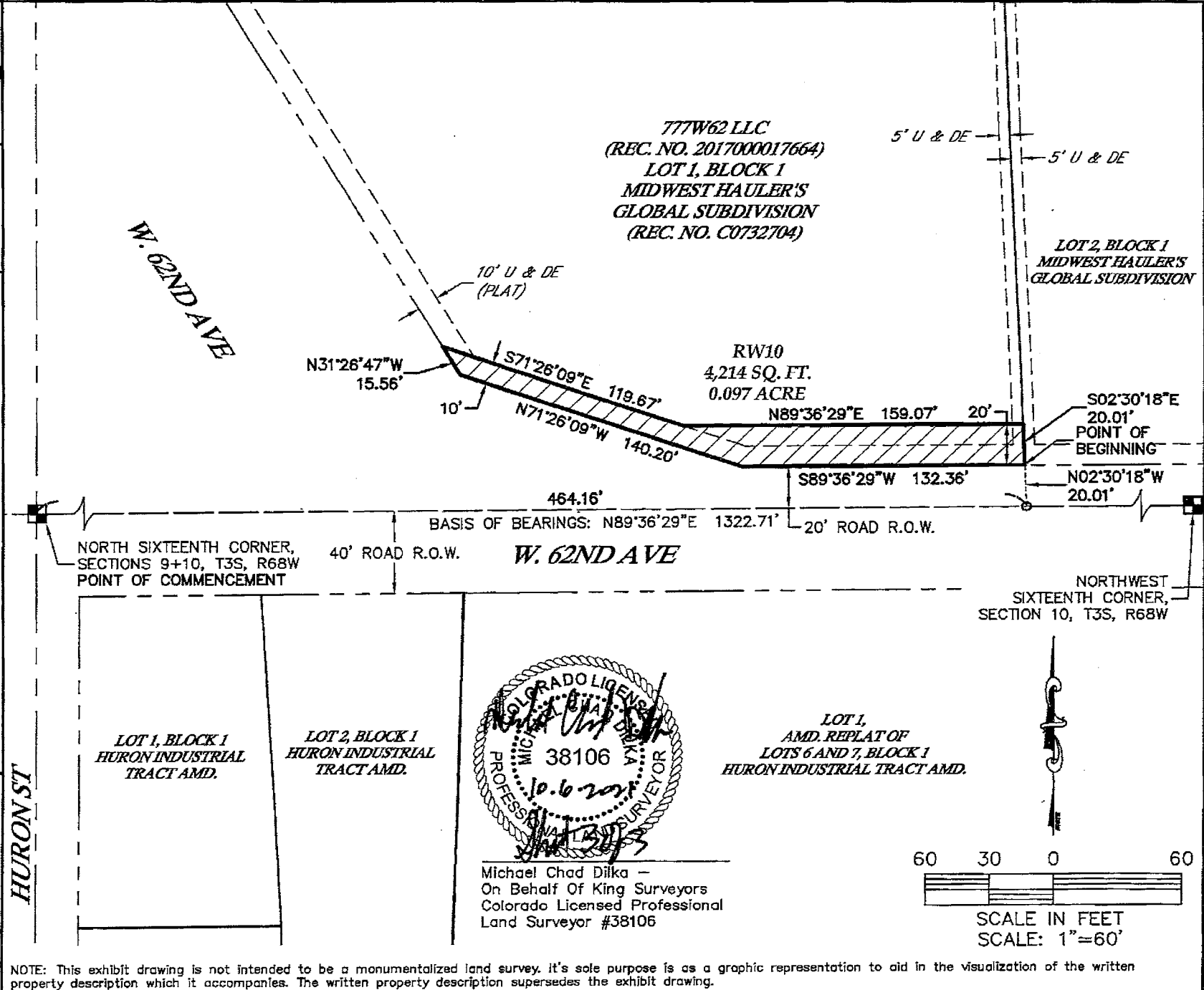
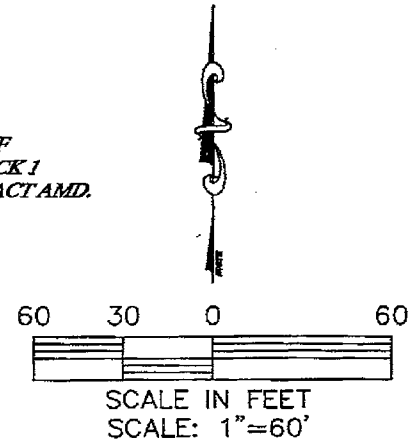
W. 62ND AVE

NORTH SIXTEENTH CORNER,  
 SECTIONS 9+10, T3S, R68W  
 POINT OF COMMENCEMENT

NORTHWEST  
 SIXTEENTH CORNER,  
 SECTION 10, T3S, R68W



Michael Chad Dilka -  
 On Behalf Of King Surveyors  
 Colorado Licensed Professional  
 Land Surveyor #38106



HURON ST

ADAMS COUNTY  
 COLORADO

Rocksol  
 Consulting Group, Inc.  
 12076 Grant Street  
 Thornton, CO 80241  
 Pfr: (303) 962-9300  
 Fax: (303) 962-9350



KING SURVEYORS  
 650 E. Garden Drive | Windsor, Colorado 80550  
 phone: (970) 686-5011 | fax: (970) 686-5821  
 email: contact@Kingsurveyors.com

PROJECT NO: 20200317  
 DATE: 10/6/2021  
 CLIENT: ROCKSOL  
 DWG: RW10  
 DRAWN: SMF CHECKED: MCD

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and BZ Properties, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and BZ Properties, LLC, for acquisition of property interests in the amount of \$10,240.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**         **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND BZ PROPERTIES, LLC, FOR PROPERTY NECESSARY FOR THE  
62<sup>ND</sup> AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM PECOS  
STREET TO WASHINGTON STREET IN THE AMOUNT OF \$10, 240.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 6180 Broadway Street located in the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by BZ Properties, LLC (“Parcel RW-27”); and,

WHEREAS, Adams County requires ownership of Parcel RW-27 for construction of the Improvements; and,

WHEREAS, BZ Properties, LLC is willing to sell Parcel RW-27 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and BZ Properties, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **BZ Properties, LLC, a Colorado Limited Liability Company** whose address is **6180 Broadway Street, Denver, Colorado 80216** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 6180 Broadway, Denver, Colorado 80216 hereinafter (the “Property”) for the 62nd Avenue Widening Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TEN THOUSAND, TWO-HUNDRED FORTY AND NO/100’S DOLLARS (\$10,240.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$7,950.00 for the conveyance of road right-of-way and \$2,290.00 for property improvements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.


In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove approximately 105 sf. of gravel groundcover and approximately 225 sf. of asphalt driveway. The County has agreed to reimburse the owner the expense of the improvements being taken; gravel groundcover and asphalt driveway, and is made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner: BZ Properties, LLC, a Colorado Limited Liability Company**

By: Matt Rawls 

Title: Owner

Date: 4-29-22



Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

**EXHIBIT A (1 OF 2)**  
**RW27**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

A parcel of land, being part of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

**COMMENCING** at the Center-North Sixteenth (C-N1/16) corner of said Section 10 and assuming the North line of the South Half of the Northeast Quarter (S1/2 NE1/4) of said Section 10, being monumentalized by a 2 1/8" pipe with a 3 1/4" diameter aluminum cap stamped "LS25348" in a monument box at the West end and by a #6 rebar with a 3 1/4" diameter aluminum cap stamped "LS25869, 1999" in a monument box at the East end, as bearing North 89°36'38" East, being a Grid Bearing of the Colorado State Plane Coordinate System, Central Zone, North American Datum 1983/2011, a distance of 2639.12 feet, with all other bearings contained herein relative thereto;

THENCE North 89°36'38" East along the North line of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 10 a distance of 349.50 feet to the intersection with the Northerly extension of a Westerly line of that parcel of land described in that Quitclaim Deed recorded December 30, 2016 as Reception No. 2016000114558 of the records of the Adams County Clerk and Recorder;

THENCE South 00°07'55" East along said Northerly extension and along said Westerly line a distance of 40.00 feet to a point being Forty (40) feet, as measured at a right angle, South of the North line of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 10, said point being the **POINT OF BEGINNING**;

THENCE South 89°36'38" West along a line being Forty (40) feet, as measured at a right angle, South of and parallel with the North line of the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of said Section 10 a distance of 66.20 feet to the Southerly Right-of-way line of East 62<sup>nd</sup> Avenue as established by that Resolution recorded December 20, 1991 in Book 3848 at Page 499 of the records of the Adams County Clerk and Recorder;

THENCE North 81°01'34" East along said Southerly Right-of-way line a distance of 67.00 feet to said Westerly line;  
THENCE South 00°07'55" East along said Westerly line a distance of 10.00 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 331 sq. ft. or 0.008 acre, more or less (±), and may be subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

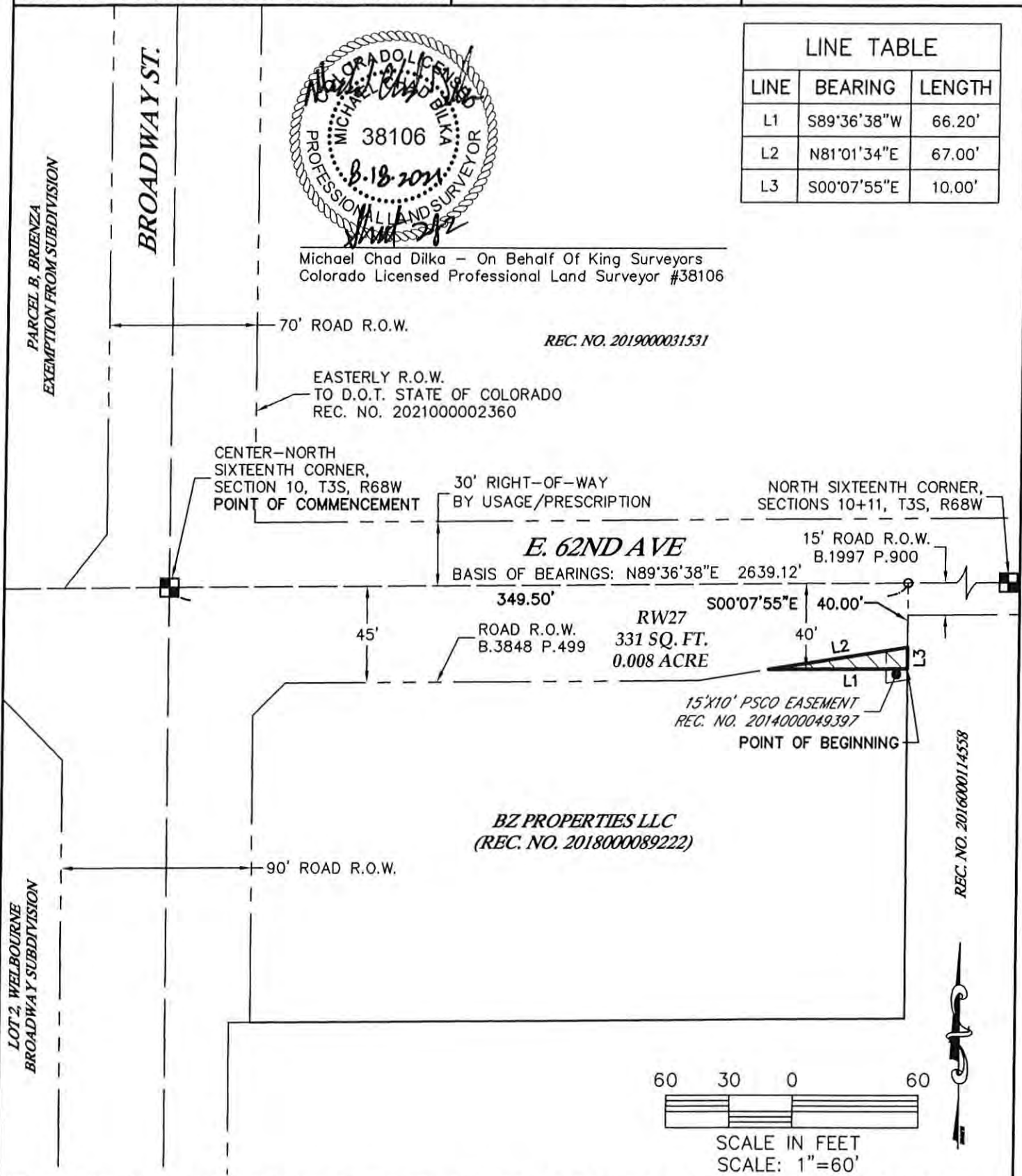
**KING SURVEYORS**, 650 East Garden Drive, Windsor, CO 80550, (970) 686-5011

JN: 20200317

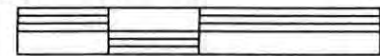


Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°36'38"W	66.20'
L2	N81°01'34"E	67.00'
L3	S00°07'55"E	10.00'



60 30 0 60



SCALE IN FEET  
SCALE: 1"=60'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



**RockSol**  
Consulting Group, Inc.  
12076 Grant Street  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350



**KING SURVEYORS**  
650 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@KingSurveyors.com

**PROJECT NO:** 20200317  
**DATE:** 8/18/2021  
**CLIENT:** ROCKSOL  
**DWG:** RW27  
**DRAWN:** SMF **CHECKED:** MCD



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and NWP Holdings, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and NWP Holdings, LLC, for acquisition of property interests in the amount of \$293,730.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND NWP HOLDINGS, LLC, FOR PROPERTY NECESSARY FOR THE  
62<sup>ND</sup> AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS PROJECT FROM PECOS  
STREET TO WASHINGTON STREET IN THE AMOUNT OF \$293,730.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 655 West 62<sup>nd</sup> Avenue located in the Northwest Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by NWP Holdings, LLC (“Parcel RW-12”); and,

WHEREAS, Adams County requires ownership of Parcel RW-12 for construction of the Improvements; and,

WHEREAS, NWP Holdings, LLC is willing to sell Parcel RW-12 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and NWP Holdings, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## **Right-of-Way Agreement**

This Agreement is made and entered into by and between **NWP Holdings, LLC, a Colorado Limited Liability Company** whose address is **7100 N Broadway No 2PPH Denver, CO 80221** (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at 655 W 62<sup>nd</sup> Ave Denver, Co 80216 hereinafter (the “Property”) for the 62<sup>nd</sup> Avenue Widening Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **TWO HUNDRED NINETY-THREE THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$293,730.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$275,640.00 for the conveyance of road right-of-way and \$18,090.00 for property improvements noted in Section 6. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove two trees, approximately 6,000 square feet of gravel road base, and 149 square feet of retaining wall. But the County has agreed to reimburse the owner the expense of the two trees, approximately 6,000 square feet of gravel road base, and 149 square feet of retaining wall and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**NWP Holdings, LLC:**

By: 

Print Name: Dan Mikkelsen

Print Title: President Date: 05/17/23



Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

**EXHIBIT A (1 OF 2)**  
**RW12**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

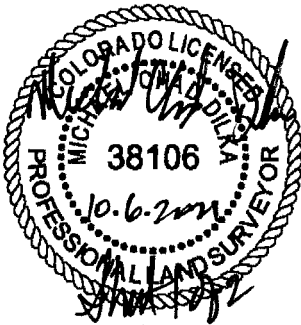
A strip of land, Twenty (20) feet in width, being part of Lot 3, Block 1, Midwest Hauler's Subdivision, recorded December 28, 1999 as Reception No. C0626911 of the records of the Adams County Clerk and Recorder, located in the Northwest Quarter (NW1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The South Twenty (20) feet of said Lot 3.

Said described strip of land contains 11,485 sq. ft. or 0.264 acre, more or less ( $\pm$ ), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.

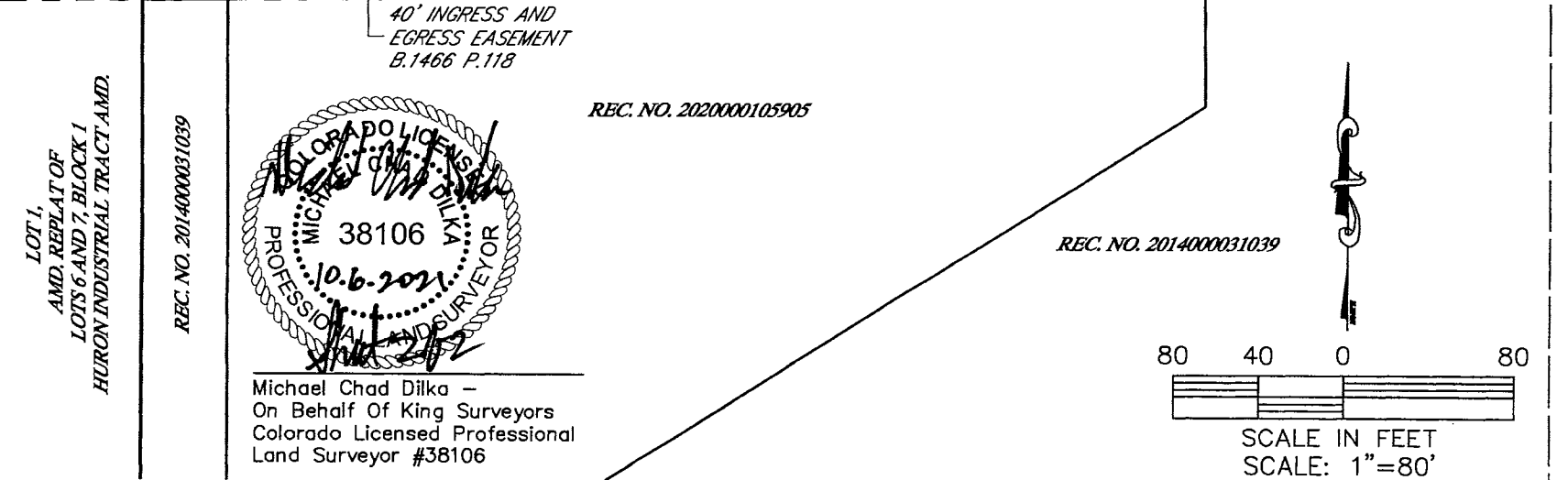
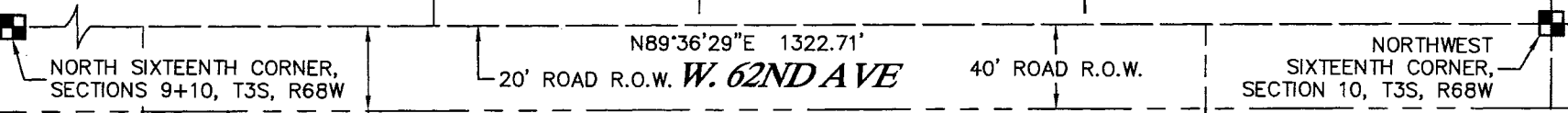
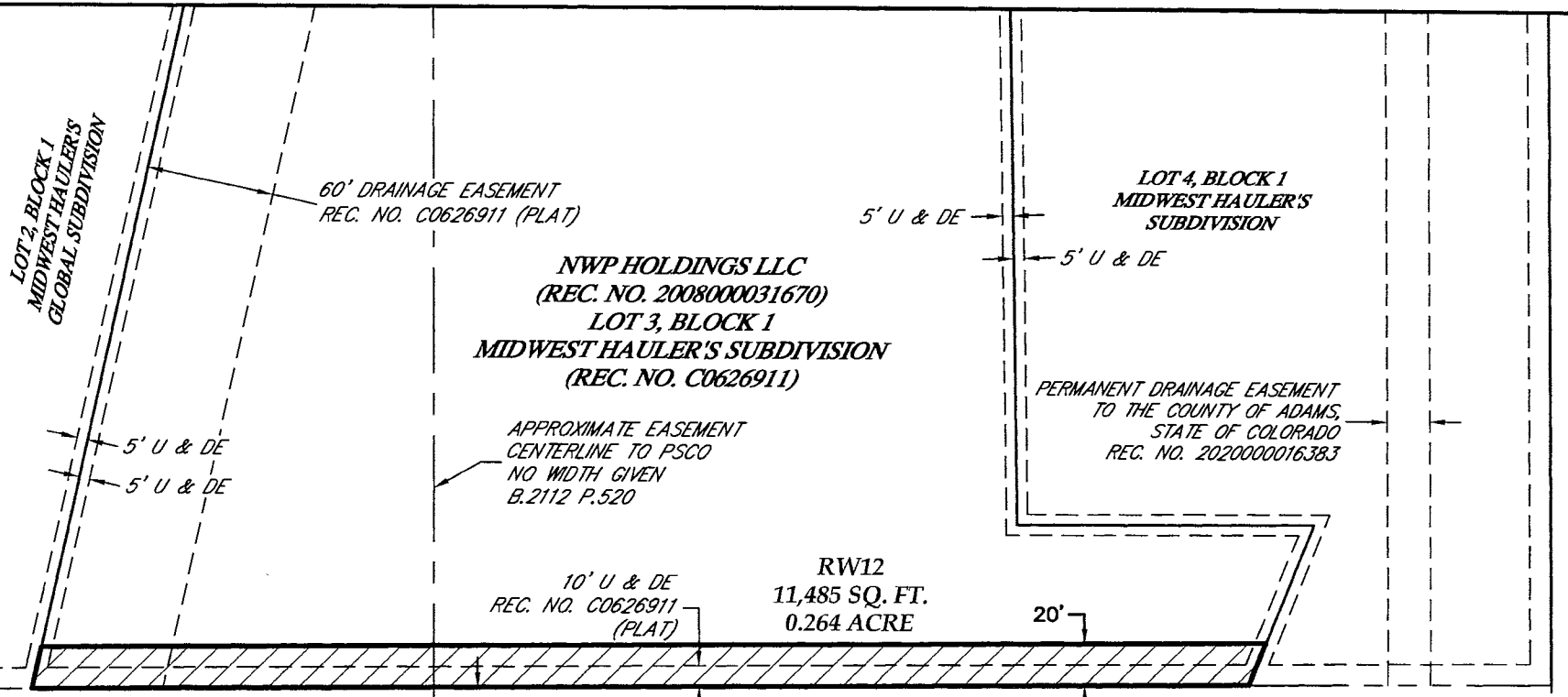


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Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

JN: 20200317



NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.



**ADAMS COUNTY**  
COLORADO



**RockSol**  
Consulting Group, Inc.

12076 Grant Street  
 Thornton, CO 80241  
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 Fax: (303) 962-9350

650 E. Garden Drive | Windsor, Colorado 80550  
 phone: (970) 686-5011 | Fax: (970) 686-5821  
 email: contact@Kingsurveyors.com

**KING SURVEYORS**

PROJECT No: 20200317  
 DATE: 10/5/2021  
 CLIENT: ROCKSOL  
 DWG: RM12  
 DRAWN: SMF CHECKED: MCD



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving Right-Of-Way Agreement between Adams County and DTI Holdings, LLC, for property necessary for the ADA Transition Area III – Steele Street Improvements Project
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the ADA Transition Area III – Steele Street Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the Steele Street corridor from East Niver Creek to East 88<sup>th</sup> Avenue for the ADA Transition Area III – Steele Street Improvements Project. The intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent. Attached is a copy of the right-of-way agreement between Adams County and DTI Holdings, LLC, for acquisition of the property interests in the amount of \$24,025.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

**New FTEs requested:**                       **YES**                       **NO**

**Future Amendment Needed:**                       **YES**                       **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND DTI HOLDINGS, LLC, FOR PROPERTY NECESSARY FOR THE  
ADA TRANSITION AREA III – STEELE STREET IMPROVEMENTS PROJECT IN THE  
AMOUNT OF \$24,025.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along ADA Transition Area III – Steele Street Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall mobility and accessibility of maturing neighborhoods with ADA accessibility connectivity including ADA-compliant sidewalks and the addition of ADA pedestrian ramps (“Improvements”) where absent; and,

WHEREAS, this right-of-way acquisition is a portion of Assessor’s Parcel Number 0-1719-25-0-00-025 and 8100 Steele Street located in the Southeast Quarter of Section 25, Township 2 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by DTI Holdings, LLC, (“Parcel 1 and Parcel 1A”); and,

WHEREAS, Adams County requires ownership of Parcel 1 and Parcel 1A for construction of the street improvements; and,

WHEREAS, DTI Holdings, LLC, is willing to sell Parcel 1 and Parcel 1A to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and DTI Holdings, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## **Right-of-Way Agreement**

This Agreement is made and entered into by and between DTI Holdings, LLC whose address is 8955 West 44<sup>th</sup> Avenue, Wheat Ridge, Colorado 80033 (“Owner”), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at address of property being conveyed hereinafter (the “Property”) for the Steele Street Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is TWENTY-FOUR THOUSAND TWENTY-FIVE DOLLARS (\$24,025.00), including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of (\$20,343.00) for the conveyance of road right-of-way and (\$3,682.00) for improvements. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary, any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will, upon acquisition, remove vegetation within the new right of way, grade to provide proper drainage, install a new driveway apron for access to the remainder property and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs, and assigns.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner:**

By: Tom J Douglas Tony J. Douglas  
Its: managing Member of DTI Holdings, LLC  
Date: 5/3/2021

Approved:  
BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

D. Leist  
County Attorney



**EXHIBIT "A"**

**PROJECT NUMBER: 18930  
PARCEL NUMBER: RW-1  
DATE: SEPTEMBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-1 of the Adams County Public Works Department, State of Colorado Project No.18930, containing 400 sq. ft. (0.009 acres), more or less, lying in the Southeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Parcel No. 2 of Parcel B-5 as described in Special Warranty Deed recorded at Reception No. 2019000094150 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the northwest corner of said Parcel No. 2 of Parcel B-5, also being on the east right-of-way of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears North 01°09'06" West, 1,686.51 feet, said point being the TRUE POINT OF BEGINNING;

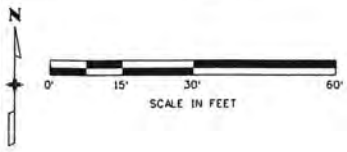
1. Thence along the north line of said Parcel No. 2 of Parcel B-5 North 89°56'21" East, a distance of 10.00 feet;
2. Thence South 00°07'57" East, a distance of 39.96 feet to the south line of said Parcel No. 2 of Parcel B-5;
3. Thence along said south line South 89°44'00" West, a distance of 10.00 feet to the west line of said Parcel No. 2 of Parcel B-5, also being said east right-of-way line;
4. Thence along said west line and east right-of-way line, North 00°07'57" West, a distance of 40.00 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 400 sq. ft. (0.009 acres), more or less.

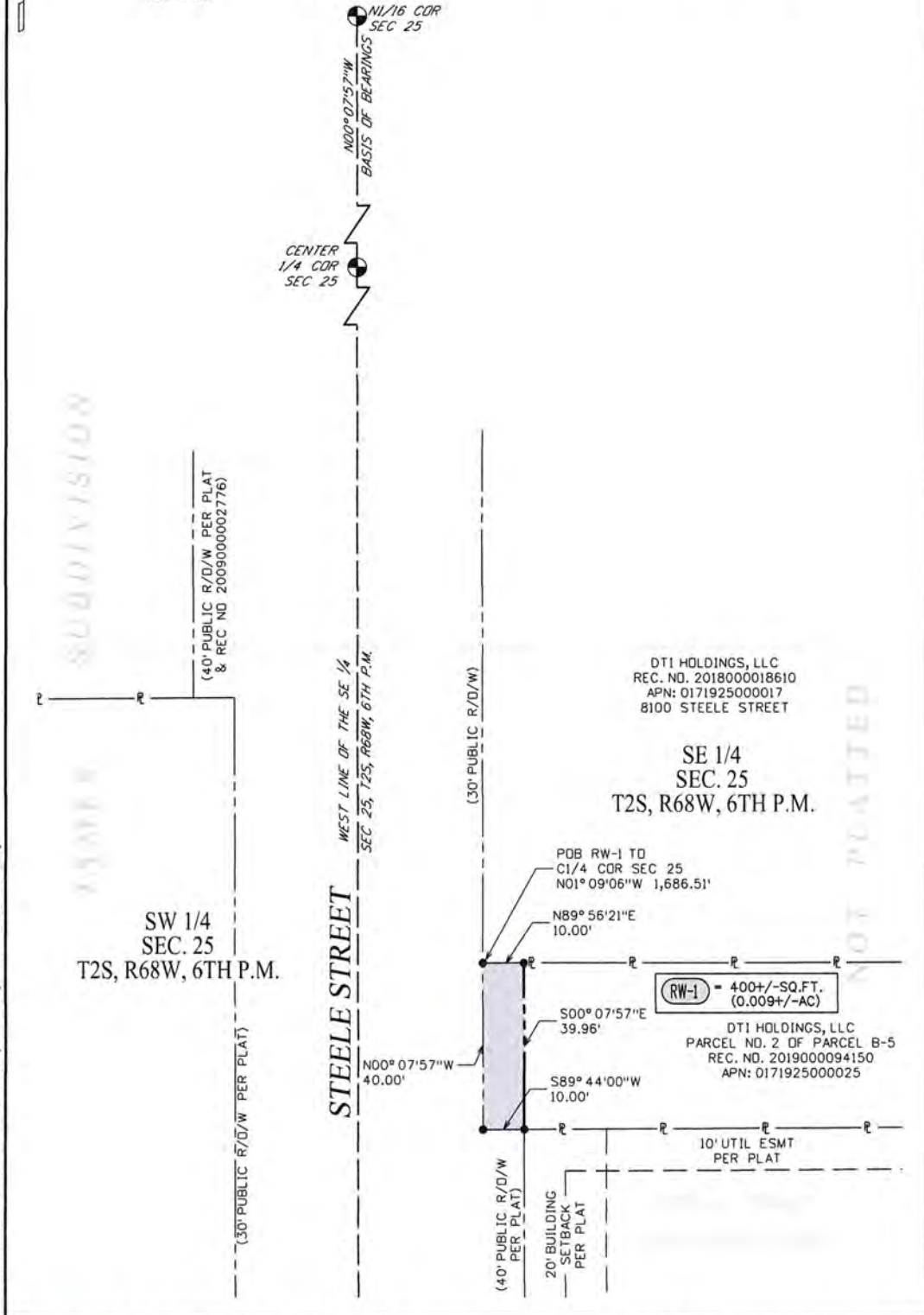
Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111







**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.



10/25/2021 1:53:00 PM H:\2021\021135.00 - Steele St ROW Plans\Survey\07\_Drawing\18930ROW\_Enbit-RW-1.dgn

 <p><b>ADAMS COUNTY, COLORADO</b> 4430 S. Adams County Parkway 1st Floor, Suite W5700 Brighton, CO 80601 Phone: 720-523-6875</p>	<p><b>EXHIBIT "B"</b> <b>ADAMS COUNTY ADA AREA III - STEELE STREET</b></p>		
 <p>5613 DTC Parkway, Suite 1100 GREENWOOD VILLAGE, CO 80111 (303) 682-8838 / (303) 692-0470 Fax www.fw.com</p>	<table border="1"> <tr> <td data-bbox="738 1900 1185 1984"> <p>PARCEL NUMBER RW-1 SE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO</p> </td> <td data-bbox="1185 1900 1356 1984"> <p>Project No: 18930 Date: October 25, 2021 Sheet Number: 1 of 1</p> </td> </tr> </table>	<p>PARCEL NUMBER RW-1 SE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO</p>	<p>Project No: 18930 Date: October 25, 2021 Sheet Number: 1 of 1</p>
<p>PARCEL NUMBER RW-1 SE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO</p>	<p>Project No: 18930 Date: October 25, 2021 Sheet Number: 1 of 1</p>		

**EXHIBIT "A"**

**PROJECT NUMBER: 18930**  
**PARCEL NUMBER: RW-1A**  
**DATE: SEPTEMBER 22, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-1A of the Adams County Public Works Department, State of Colorado Project No. 18930, containing 1,324 sq. ft. (0.030 acres), more or less, lying in the Southeast 1/4 of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, Adams County, State of Colorado, being a portion of Exhibit "A" as described in Special Warranty Deed recorded at Reception No. 2018000018610 in the Adams County Clerk and Recorder's Office, said tract or parcel of land being more particularly described as follows:

BEGINNING at the southwest corner of said property described as Exhibit "A", also being on the east right-of-way of Steele Street, whence the Center 1/4 corner of said Section 25, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", bears North 01°09'06" West, 1,686.51 feet, said point being the TRUE POINT OF BEGINNING;

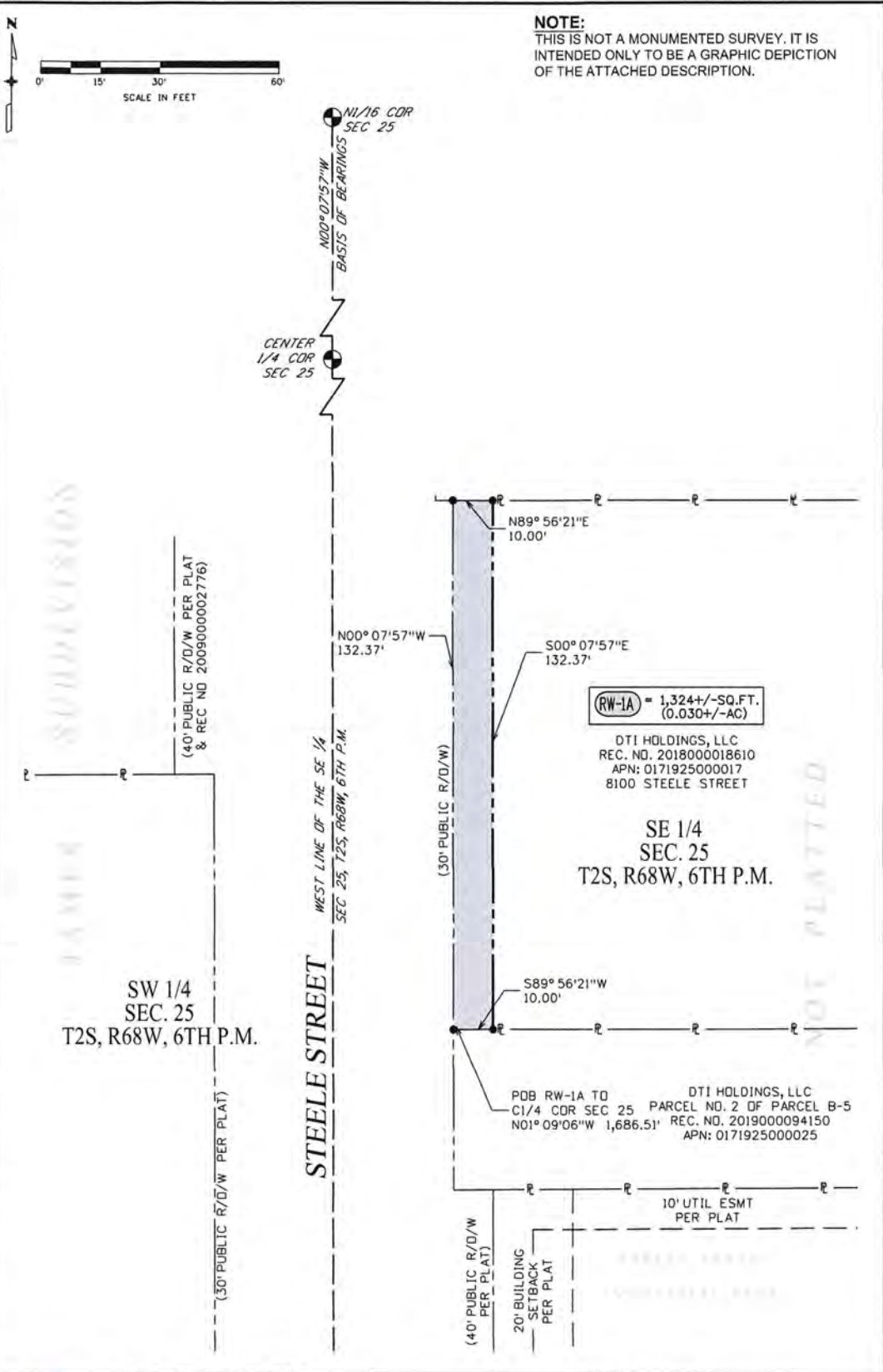
1. Thence along the east right-of-way line of Steele Street, North 00°07'57" West, a distance of 132.37 feet, to the northwest corner of said property described as Exhibit "A";
2. Thence along the north property line of said Exhibit "A", North 89°56'21" East, a distance of 10.00 feet;
3. Thence South 00°07'57" East, a distance of 132.37 feet, to the south line of said property;
4. Thence along the south line of said property, South 89°56'21" West, a distance of 10.00 feet, more or less, to the TRUE POINT OF BEGINNING,

The above described tract or parcel of land contains 1,324 sq. ft. (0.030 acres), more or less.

Basis of Bearings: Bearings are based on a grid bearing of North 00°07'57" West from the Center 1/4 corner of Section 25, Township 2 South, Range 68 West of the 6th Principal Meridian, being a 3-1/4" aluminum cap on a 3/4" x 30" rebar stamped "American West LS 38046 2016", to the North 1/16 corner of said Section 25, being a 3-1/4" aluminum cap in range box stamped "City of Thornton PLS 20155 1988".

Prepared for and on behalf of  
Adams County Public Works Department  
Jeffrey P. Eickelman, PLS #29034  
Farnsworth Group, Inc.  
5613 DTC Parkway, Suite 1100  
Greenwood Village, CO 80111





**NOTE:**  
THIS IS NOT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO BE A GRAPHIC DEPICTION OF THE ATTACHED DESCRIPTION.

10/25/2021 1:34:24 PM J:\2021\0211135.00 - Steele St RDW Plots\Survey\07\_Drawings\18930RDW\_Exhibit-RW-1A.dwg

**ADAMS COUNTY, COLORADO**  
4430 S. Adams County Parkway  
1st Floor, Suite W5700  
Brighton, CO 80601  
Phone: 720-523-6875

**Farnsworth GROUP**  
5613 DTC Parkway, Suite 1100  
GREENWOOD VILLAGE, CO 80111  
(303) 682-8838 / (303) 692-0470 Fax  
www.fw.com

**EXHIBIT "B"**  
**ADAMS COUNTY ADA AREA III - STEELE STREET**

PARCEL NUMBER RW-1A SE1/4 SEC 25, T-2-S R-68-W, 6TH PM ADAMS COUNTY, COLORADO	Project No: 18930 Date: October 25, 2021 Sheet Number: 1 of 1
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## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Boards and Commissions Appointments
<b>FROM:</b> Erica Hannah, Clerk to the Board of County Commissioners
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> May 17, 2022 during AIR
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolutions for the boards and commissions appointments.

### **BACKGROUND:**

The attached resolutions are to formally approve the appointments to the boards and commissions accordingly.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

### **ATTACHED DOCUMENTS:**

Resolutions

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPOINTING JESSE FORREST TO THE COMMUNITY CORRECTIONS  
BOARD AS A DISTRICT ATTORNEY MEMBER

WHEREAS, a vacancy currently exists for a member for the Community Corrections Board; and,

WHEREAS, Jesse Forrest has expressed an interest in serving on the Community Corrections Board; and,

WHEREAS, the Board of County Commissioners has reviewed all candidates deemed qualified; and,

WHEREAS, the Board of County Commissioners selected Jesse Forrest to fill this vacancy as a District Attorney Member.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Jesse Forrest is hereby appointed as a member of the Community Corrections Board as a District Attorney Member for the term as listed below:

Jesse Forrest

Term Expires  
January 31, 2023



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving right-of-way agreement between Adams County and AIREF Denver Commerce Center I, LLC, for property necessary for the 62 <sup>nd</sup> Avenue Roadway and Drainage Improvements Project from Pecos Street to Washington Street
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the 62 <sup>nd</sup> Avenue Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests along the 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway Improvement Project. The intention of this Project is to identify and improve the overall roadway and drainage of 62<sup>nd</sup> Avenue. Attached is a copy of the right-of-way agreement between Adams County and AIREF Denver Commerce Center I, for acquisition of property interests in the amount of \$586,730.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-way agreement



**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 13</b>
<b>Cost Center: 3056</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND AIREF DENVER COMMERCE CENTER I, LLC, FOR PROPERTY  
NECESSARY FOR THE 62<sup>ND</sup> AVENUE ROADWAY AND DRAINAGE IMPROVEMENTS  
PROJECT FROM PECOS STREET TO WASHINGTON STREET IN THE AMOUNT OF  
\$586,730.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements along 62<sup>nd</sup> Avenue corridor from Pecos Street to Washington Street for the 62<sup>nd</sup> Avenue Roadway and Drainage Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall roadway and drainage (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 80 East 62<sup>nd</sup> Avenue, Denver, CO, 80216 located in the Northeast Quarter of Section 10, Township 3 South, Range 68 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by AIREF Denver Commerce Center I, LLC (“Parcel RW-28”); and,

WHEREAS, Adams County requires ownership of Parcel RW-28 for construction of the Improvements; and,

WHEREAS, AIREF Denver Commerce Center I, LLC is willing to sell Parcel RW-28 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and AIREF Denver Commerce Center I, LLC, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **AIREF Denver Commerce Center I, LLC, a Delaware Limited Liability Company** whose address is **518 17<sup>th</sup> St, Suite 1700 Denver, Colorado 80202** ("Owner"), and the County of Adams, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 ("County") for the conveyance of rights-of-way on property located at 80 E 62<sup>nd</sup> Ave Denver, Co 80216 hereinafter (the "Property") for the 62<sup>nd</sup> Avenue Widening Project (the "Project"). The legal description and conveyance documents for the interests on said Property are set forth in Exhibit A attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **FIVE HUNDRED EIGHTY SIX THOUSAND SEVEN HUNDRED THIRTY AND NO/100 DOLLARS (\$586,730.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$486,590.00 for the conveyance of road right-of-way and \$100,140.00 for property improvements noted in Section 6. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner's property at all times for ingress and egress. If necessary,

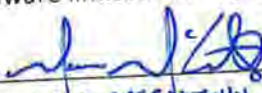
any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove approximately 532 LF of concrete curbing, 10,974 SF of asphalt pavement, 34 parking space striping, 34 concrete parking bumpers, and 1,332 SF of landscape gravel and made a part of this Agreement.
7. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
8. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
9. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
10. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
11. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**AIREF Denver Commerce Center I LLC,**  
a Delaware limited liability company

By: Ares Industrial Real Estate Fund OP LP,  
a Delaware limited partnership, its Sole Member

By: Ares Industrial Real Estate Fund GP LLC,  
a Delaware limited liability company, its General Partner

By:   
Name: MARK MCCLATCHY  
Title: MANAGING DIRECTOR

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
County Attorney

**EXHIBIT A (1 OF 2)**  
**RW28**  
**Adams County Project #IMP2020-00016**  
**62<sup>nd</sup> Avenue-Pecos Street to Washington Street**

A strip of land, Twenty-five (25) feet in width, being part of that parcel of land described in that Quitclaim Deed recorded December 30, 2016 as Reception No. 2016000114558 of the records of the Adams County Clerk and Recorder, located in the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) of Section Ten (10), Township Three South (T.3S.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), County of Adams, State of Colorado, and being more particularly described as follows:

The North Twenty-five (25) feet of that parcel of land described in said Quitclaim Deed abutting the South Right-of-way line of East 62<sup>nd</sup> Avenue as established by that Resolution recorded June 4, 1975 in Book 1997 at Page 900 of the records of the Adams County Clerk and Recorder.

Said described strip of land contains 18,715 sq. ft. or 0.430 acre, more or less ( $\pm$ ), and may be subject to any rights-of-way or other easements of record or as now existing on said described strip of land.

**SURVEYORS STATEMENT**

I, Michael Chad Dilka, a Colorado Licensed Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking and that it is true and correct to the best of my knowledge and belief.



---

Michael Chad Dilka - on behalf of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106

**KING SURVEYORS**  
650 East Garden Drive  
Windsor, CO 80550  
(970) 686-5011

JN: 20200317

ADAMS COUNTY PROJECT #IMP2020-00016  
62ND AVENUE-PECOS STREET TO WASHINGTON STREET

RW28-EXHIBIT A (2 OF 2)

NE 1/4 SEC. 10, T3S, R68W

INTERSTATE 25

INTERSTATE 25

WESTERLY R.O.W. I-25  
B.3866 P.187

15' ROAD R.O.W.  
B.1997 P.900

NORTH SIXTEENTH CORNER,  
SECTIONS 10+11, T3S, R68W

30' RIGHT-OF-WAY  
BY USAGE/PRESCRIPTION

CENTER-NORTH  
SIXTEENTH CORNER,  
SECTION 10, T3S, R68W

N89°36'38"E 2639.12'

25'

E. 62ND AVE

ROAD R.O.W.  
B.3848 P.499

RW28  
18,715 SQ. FT.  
0.430 ACRE

WESTERLY R.O.W. I-25  
B.864 P.287

REC. NO.  
2018000089222

15'X10' PSCO EASEMENT  
REC. NO. 2014000049397

FE FLOWERS LLC  
(REC. NO. 2016000114558)

PERMANENT EASEMENT  
TO D.O.T. STATE OF COLORADO  
B.3866 P.195



Michael Chad Dilka - On Behalf Of King Surveyors  
Colorado Licensed Professional Land Surveyor #38106



SCALE IN FEET  
SCALE: 1"=100'

NOTE: This exhibit drawing is not intended to be a monumentalized land survey. It's sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

**ADAMS COUNTY**  
COLORADO

RockSol  
Consulting Group, Inc.

12076 Grant Street,  
Thornton, CO 80241  
Ph: (303) 962-9300  
Fax: (303) 962-9350

KING SURVEYORS

630 E. Garden Drive | Windsor, Colorado 80550  
phone: (970) 686-5011 | fax: (970) 686-5821  
email: contact@Kingsurveyors.com

PROJECT NO: 20200317  
DATE: 10/5/2021  
CLIENT: ROCKSOL  
DWG: RW28  
DRAWN: SMF CHECKED: MCD



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022	
<b>SUBJECT:</b>	Relocation Agreement Between Adams County, Colorado and Public Service Company of Colorado Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad
<b>FROM:</b>	<b>Brian Staley, PE, PTOE, Director, Public Works</b> <b>Janet Lundquist, Deputy Director Public Works</b> <b>René Valdez, Capital Improvements Program Manager, Public Works</b> <b>Russell T. Nelson, PE, Senior Stormwater Engineer, Public Works</b>
<b>AGENCY/DEPARTMENT:</b> Public Works	
<b>HEARD AT STUDY SESSION ON:</b>	
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve the Relocation Agreement Between Adams County, Colorado and Public Service Company of Colorado Regarding East 58th Avenue Improvements from Washington Street to the Denver Rock Island Railroad	

**BACKGROUND:**

Adams County and Public Service Company desire to enter into a relocation agreement regarding the E 58<sup>th</sup> Avenue project. PSCo owns and maintains a water line in County right-of-way that is affected by the project. The County agrees to include the relocation and/or adjustment of PSCo’s water line within the project. PSCo agrees to cost sharing with the County for costs associated with the relocation and/or adjustment of PSCo’s water line. The agreement outlines the responsibilities of both PSCo and the County regarding the project and associated costs. PSCo has approved the agreement.

PSCo estimates the cost to relocate their water line to be \$353,949.72.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

- Adams County Public Works
- County Attorney’s Office
- Public Service Company of Colorado

**ATTACHED DOCUMENTS:**

- Resolution
- Relocation Agreement



**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 00013
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u>\$15,000,000</u>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**                     **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING A RELOCATION AGREEMENT BETWEEN ADAMS  
COUNTY, COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO  
REGARDING EAST 58<sup>th</sup> AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO  
THE DENVER ROCK ISLAND RAILROAD

WHEREAS, Adams County and Public Service Company of Colorado, a Colorado corporation d/b/a Xcel Energy (“PSCo”, or “Xcel”) desire to enter into an Agreement (the “Agreement”) regarding the East 58<sup>th</sup> Avenue project (the “Project”); and,

WHEREAS, PSCo owns and maintains a water line in the County right-of-way that is affected by the Project; and,

WHEREAS, the County agrees to include the relocation and/or adjustment of PSCo’s water line within the Project; and,

WHEREAS, PSCo agrees to cost sharing with the County for costs associated with the relocation and/or adjustment of PSCo’s water line; and,

WHEREAS, as shown on the 58<sup>th</sup> Avenue Schedules Summary, it is estimated that PSCo will reimburse the County \$353,949.72 for the relocation and/or adjustment of PSCo’s water line; and,

WHEREAS, the Agreement outlines the responsibilities of both PSCo and the County regarding the Project and associated costs; and,

WHEREAS, PSCo has approved and signed the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Relocation Agreement Between Adams County, Colorado and Public Service Company of Colorado Regarding East 58<sup>th</sup> Avenue Improvements From Washington Street To The Denver Rock Island Railroad, attached hereto and incorporated herein by this reference, is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is authorized to execute said agreement on behalf of Adams County.

RELOCATION AGREEMENT  
BETWEEN ADAMS COUNTY, COLORADO AND  
PUBLIC SERVICE COMPANY OF COLORADO  
REGARDING EAST 58<sup>th</sup> AVENUE IMPROVEMENTS FROM  
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD

This RELOCATION AGREEMENT (the “Agreement”) is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Adams County, Colorado, a body politic (“County”), and Public Service Company of Colorado, a Colorado corporation d/b/a Xcel Energy (“PSCo” (or “Xcel” as indicated on the attached schedules)), each a “Party” and together, collectively hereto referred to as “Parties.”

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the “County 58<sup>th</sup> Avenue Improvements”) which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq (“Metro”), the North Washington Street Water and Sanitation District (the “District”), and PSCo’s existing water facilities (the “PSCo Water Line”), collectively (the “58th Avenue Project”);

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District’s existing water facilities (the “District 58<sup>th</sup> Avenue Water Improvements”) the District’s existing sanitary sewer facilities (the “District 58<sup>th</sup> Avenue Sewer Improvements”), together (the “District 58<sup>th</sup> Avenue Improvements”), Metro’s existing water facilities (the “Metro 58<sup>th</sup> Avenue Water Improvements”), and PSCo’s existing water facilities (the “PSCo 58<sup>th</sup> Avenue Water Improvements”), being the only four entities relevant to this Agreement;

WHEREAS, PSCo agrees that the PSCo Water Line will be relocated at the sole cost of PSCo to accommodate the County Project;

WHEREAS, to more efficiently complete the County Project, the Parties agree that the County will furnish or cause to be furnished all equipment, labor, and materials necessary to relocate the PSCo Water Line (the “Relocation”) as a part of the 58<sup>th</sup> Avenue Project, and PSCo shall reimburse the County for the costs and expenses related to the Relocation, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Parties acknowledge that the County Project will require the County to coordinate with Metro Water Recovery and the North Washington Street Water and Sanitation District (the “Coordinating Entities”) (the Coordinating Entities’ contracts are attached hereto as Exhibit A). The County, on behalf of the Parties and Coordinating Entities, will complete the design of the 58<sup>th</sup> Avenue Project and obtain the necessary

approvals from the agencies having jurisdiction over the respective improvements of the Parties and Coordinating Entities. The County has completed its normal procurement process in compliance with Colorado statutes and intends to award the construction contract for completion of the 58<sup>th</sup> Avenue Project to Hamon Infrastructure Inc. (“Hamon”), being the lowest responsible and responsive bidder.

Hamon’s bid price to construct the 58<sup>th</sup> Avenue Project, which includes the County 58<sup>th</sup> Avenue Improvements, the District 58<sup>th</sup> Avenue Improvements, the Metro 58<sup>th</sup> Avenue Water Improvements, and the PSCo 58<sup>th</sup> Avenue Water Improvements is \$17,561,700.36.

b. Administrative Expenses. The Parties and the Coordinating Entities shall be responsible for the costs associated with Administrative Expenses (defined below), and such Administrative Expenses shall be equitably shared between the County, the Coordinating Entities, and PSCo. For purposes of this Agreement, “equitable share” or “equitable portion” shall mean the percentage of the overall cost of work for the 58<sup>th</sup> Avenue Project attributed to each respective Party and the Coordinating Entities as set forth in the 58<sup>th</sup> Avenue Schedules Summary.

c. PSCo’s Expenses. PSCo will pay for the actual costs associated with the Relocation identified by the bid items and quantities listed in 58th Avenue Schedules E and H, plus PSCo’s equitable portions of the actual costs associated with the Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The bid price cost of the Relocation, including Administrative Expenses and design fees, is \$353,949.72.

PSCo’s estimated costs for 58th Avenue Schedule E include a line item for minor contract revisions (“MCR”). The MCR amount to be included in the 58th Avenue Schedule E shall be agreeable to the Parties. The County shall advise PSCo of any increase in costs that affects the construction of the Relocation which exceed the MCR and shall obtain PSCo’s written approval prior to agreeing to the cost increase. No cost overruns greater than a collective total of \$20,000.00 shall be approved by PSCo. All MCR or change orders that affect the construction of the Relocation shall be approved by PSCo in writing prior to the County including such work in the 58th Avenue Project.

d. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedules A and I plus the County’s equitable portion of the actual costs associated with the Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

e. Coordinating Entities’ Responsibilities. The Coordinating Entities will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedules B, C, D, E and G plus their respective equitable portion of the actual costs associated with the Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

2. Parties’ Separate Responsibilities.

a. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and

acceptance of County Project. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

b. Activities Performed by PSCo. PSCo agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the Relocation. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by PSCo upon the completion of construction, including final inspection, of the Relocation. The costs for these activities will not be included in the 58<sup>th</sup> Avenue Project's costs to be used in calculating PSCo's equitable share of the 58<sup>th</sup> Avenue Project administrative expenses, defined below:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by PSCo.

3. Administrative Expenses. There are certain expenses associated with the construction of this 58th Avenue Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the Coordinating Entities, and PSCo. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the County, the Coordinating Entities, and PSCo, and shall include:

- i). Potholing for underground facilities;
- ii). Public Information Services;
- iii). Temporary Erosion and Sediment Control;
- iv). Materials Testing;
- v). Mobilization;
- vi). Traffic Control;

- vii). Construction Surveying;
- viii). Surveying Hourly;
- ix). Environmental Mitigation; and
- x). Other Expenses, as approved in writing by the Parties.

a. The County, Coordinating Entities and PSCo shall equitably share the actual costs of the expenses included in the Administrative Expenses, as listed in 58th Avenue Schedule F in the proportions set forth therein.

## II. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the 58<sup>th</sup> Avenue Project, PSCo shall inspect the Relocation for compliance with the 58th Avenue Project plans and specifications (including measurement and payment terms). . The County will invoice PSCo and PSCo will reimburse the County upon the completion of construction, including final inspection, of the Relocation. Subject to the provisions of Paragraph II.5., below, PSCo will reimburse the County for any work approved by PSCo within 30 days of receipt of invoice. County will prepare the final invoice to be paid by PSCo based on the final and actual Relocation costs, but such costs will not exceed the amount set forth in Paragraph I.1.c. unless such additional costs and expenses have been approved by the PSCo Project Manager in writing. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. PSCo hereby authorizes the County to manage, contract and construct the Relocation; provided, however, that the Relocation shall be (i) at all times subject to PSCo's inspection and approval, and (ii) completed in accordance with Paragraph III.2. below. The Relocation shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by PSCo. The County will use reasonable care and act in good faith in managing, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Relocation, if applicable. Except as otherwise set forth herein, specifically including Paragraph III.2. below, and subject to PSCo's review and approval of the Relocation, the County shall have control over all aspects of the management, contracting, and construction of the Relocation until construction has been completed.** Once construction is complete and construction Warranties transferred. PSCo's agreement herein does not constitute a transfer of its rights in and to or the ownership of the PSCo Water Line or the Relocation.

3. The contract between the County and the construction contractor shall treat PSCo as an "Owner" with respect to the design and construction of the Relocation and as to the PSCo Water Line and the Relocation. In addition to the rights and remedies set forth in this Agreement, PSCo shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the 58th Avenue Project. PSCo shall have the right to review the design contract and the Project Contract prior to execution of this Agreement, and prior to execution by the County of the construction agreement. If PSCo requests any changes to the construction

contract, the County shall duly consider PSCo's requests. The construction contract for the Project will include a provision that any required insurance list PSCo and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of PSCo. The construction contract shall also include a term providing for the timing of the Relocation in accordance with Paragraph II.2. below.

4. All warranties for the Relocation will be assigned to PSCo upon the initial date of acceptance of the Project improvements. In addition, the construction contract for the 58<sup>th</sup> Avenue Project will require a one-year warranty on the Relocation that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the Relocation is free from defects in materials, equipment, and workmanship.

5. PSCo and County shall inspect the 58th Avenue Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by PSCo, will be discussed with the County for evaluation and shall be incorporated into the 58<sup>th</sup> Avenue Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall 58<sup>th</sup> Avenue Project or the schedule associated thereof, PSCo and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, PSCo and County are unable to agree on such a reasonable alternative, PSCo may, in its discretion, terminate the Agreement and PSCo shall complete the remaining portions of the Relocation and shall not be liable to the County for any further costs associated with 58<sup>th</sup> Avenue Project.

6. PSCo shall review all material and workmanship associated with the Relocation. PSCo shall inspect the Relocation. PSCo, or its contractors shall document changes in the Relocation construction plans. The construction contractor shall provide PSCo with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide PSCo with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Relocation.

7. PSCo agrees to designate a PSCo Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to PSCo, regarding the Relocation. PSCo's Project Manager is James Flowers (912-585-4067, james.j.flowers@xcelenergy.com).

### III. Project Timeline.

1. Term. The term of this Agreement shall be from the date first written above through December 31, 2023.

2. Construction of Relocation. In order to complete the Relocation, a brief suspension of the delivery of water through the PSCo Water Line will be required. The County acknowledges that the PSCo Water Line, and the delivery of water through it, is important to the operation of PSCo's Cherokee Generating Station and the generation of and delivery of electricity to the County and the County's residents. The County and the construction contractor shall schedule the Relocation so as to limit the impacts on the operation of the Cherokee Generating Station. The

suspension of the delivery of water through the PSCo Water Line to PSCo's facility for purposes of completing the Relocation shall be limited to a maximum of four (4) hours on 2 dates to be selected in mid-September-November, 2022 (the "Outage"). The PSCo Project Manager must provide prior written approval for any adjustment in the timing of the Relocation, and such approval may be withheld in the PSCo Project Manager's sole discretion.

3. Project Schedule. Time is of the essence in the performance of the Relocation. As such, PSCo will review the project schedule prepared by the County's construction contractor and may request a change order be approved between the County and the County's construction contractor should PSCo determine that identifying the exact dates of the Outage is required to ensure continuity of service to PSCo's facilities. Said change order shall specify the dates acceptable to the Parties, along with the liquidated damages to be paid to PSCo by County's construction contractor if the County's construction contractor fails to comply with all terms of this Agreement, including but not limited to the terms of this Paragraph III.2 Nothing in this Agreement shall be construed as creating a damages remedy against County for a violation of this section.

#### IV. Miscellaneous

1. Execution of Agreements with the District and Metro. Upon execution of the District and Metro agreements, each such agreement shall be attached hereto.

2. No Partnership or Agency. Notwithstanding any language in this Agreement, or any representation or warranty to the contrary, neither PSCo nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

3. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this Agreement.

4. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this Agreement, the Parties shall pay their own court costs and attorney fees.

5. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

6. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.



7. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

8. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

10. Binding Effect. This Agreement can be assigned only with the consent of the other Party. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

11. Exhibits. All exhibits and schedules referred to in this Agreement are incorporated herein for all purposes.

12. Effective Date. This Agreement shall be effective on the latest date by which both Parties have executed this Agreement.

13. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

14. Written Notices. Under this Agreement, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:

Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:

County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to PSCo:

Public Service Company of Colorado  
Attn: Manager, Engineering  
1800 Larimer, Suite 400  
Denver, Colorado 80202

With Copy to:

Public Service Company of Colorado  
Attn: Legal Dept. – Real Estate  
1800 Larimer, Suite 1400  
Denver, Colorado 80202

[The rest of this page intentionally left blank.]

Attachments:

<u>Schedule</u>	<u>Description</u>
58 <sup>th</sup> Avenue Schedules Summary	Summary of 58 <sup>th</sup> Avenue Schedules A-I
58 <sup>th</sup> Avenue Schedule A	County's bid items and quantities (County Project)
58 <sup>th</sup> Avenue Schedule B	North Washington Street Water and Sanitation District bid items and quantities (relocation and improvements of District's water facilities)
58 <sup>th</sup> Avenue Schedule C	North Washington Street Water and Sanitation District bid items and quantities (relocation and improvements of District's sewer facilities)
58 <sup>th</sup> Avenue Schedule D	Metro Water Recovery bid items and quantities (relocation and improvements of Metro's facilities)
58 <sup>th</sup> Avenue Schedule E	PSCo's bid items and quantities (Relocation)
58 <sup>th</sup> Avenue Schedule F	Administrative Expenses
58 <sup>th</sup> Avenue Schedule G	Metro Water Recovery's design and inspection expenses
58 <sup>th</sup> Avenue Schedule H	PSCo's design and inspection expenses
58 <sup>th</sup> Avenue Schedule I	County's reimbursement to North Washington Street Water and Sanitation District for sewage lift stations

Exhibit A – Coordinating Entities contract(s)

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

**PSCo:**

Public Service Company of Colorado, a  
Colorado corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[County signature page follows]

**County:**

Adams County, Colorado, a body politic by the  
Board of County Commissioners

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Chair, Adams County  
Board of County Commissioners

ATTEST:

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Clerk to the Board

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APPROVED AS TO FORM:

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County Attorney's Office

58TH AVENUE SCHEDULES SUMMARY		5/2/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL	\$9,450,142.85	\$14,722,408.86	64.188836%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$432,120.75	\$14,722,408.86	2.935123%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL	\$645,678.60	\$14,722,408.86	4.385686%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$217,075.20	\$14,722,408.86	1.474454%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$0.00	\$14,722,408.86	0.000000%
58TH AVENUE SCHEDULE A TOTAL	\$10,745,017.40		72.984099%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
58TH AVENUE SCHEDULE A TOTAL	\$10,745,017.40	\$14,722,408.86	72.9840986%
58TH AVENUE SCHEDULE B TOTAL	\$1,375,908.50	\$14,722,408.86	9.3456751%
58TH AVENUE SCHEDULE C TOTAL	\$1,711,728.81	\$14,722,408.86	11.6266898%
58TH AVENUE SCHEDULE D TOTAL	\$610,382.65	\$14,722,408.86	4.1459428%
58TH AVENUE SCHEDULE E TOTAL	\$279,371.50	\$14,722,408.86	1.8975937%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D + SCHEDULE E	\$14,722,408.86		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,839,291.50	72.9840986%	\$2,072,231.31
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,839,291.50	9.3456751%	\$265,350.96
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,839,291.50	11.6266898%	\$330,115.62
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,839,291.50	4.1459428%	\$117,715.40
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,839,291.50	1.8975937%	\$53,878.22
TOTAL SCHEDULE F		100.000000%	\$2,839,291.50
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$10,745,017.40	\$2,072,231.31	\$12,817,248.71
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,375,908.50	\$265,350.96	\$1,641,259.46
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$1,711,728.81	\$330,115.62	\$2,041,844.43
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$610,382.65	\$117,715.40	\$728,098.05
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$279,371.50	\$53,878.22	\$333,249.72
<b>TOTAL PROJECT IMPROVEMENTS COST</b>	<b>\$14,722,408.86</b>	<b>\$2,839,291.50</b>	<b>\$17,561,700.36</b>

58TH AVENUE SCHEDULES SUMMARY	5/2/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,641,259.46
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$2,041,844.43
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS	-\$60,000.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$3,623,103.88</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$728,098.05
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$770,898.05</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$333,249.72
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES	\$20,700.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$353,949.72</b>
TOTAL PROJECT IMPROVEMENTS COST	\$17,561,700.36
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS	\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES	\$20,700.00
<b>ESTIMATED TOTAL BUDGET FOR PROJECT</b>	<b>\$17,685,200.36</b>
ESTIMATED TOTAL BUDGET FOR PROJECT	\$17,685,200.36
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT	-\$3,623,103.88
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT	-\$770,898.05
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT	-\$353,949.72
<b>ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT</b>	<b>\$12,937,248.71</b>

000-44683		58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-2	201-00000	CLEARING AND GRUBBING	L S	1	\$439,000.00	\$439,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$1,525.00	\$9,150.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$610.00	\$79,300.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$615.00	\$3,075.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$2,995.00	\$11,980.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,405.00	\$15,455.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$18.25	\$1,733.75
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,670	\$17.00	\$62,390.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$117.00	\$1,404.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$32.00	\$5,248.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$20.00	\$6,400.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$17.00	\$2,244.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$10.00	\$13,500.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$19.50	\$39,604.50
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	25,331	\$1.88	\$47,622.28
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$5.00	\$2,970.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L S	1	\$35,000.00	\$35,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$100.00	\$400.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$82.00	\$902.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$4,456.00	\$4,456.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$401.00	\$1,604.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	1,990	\$13.00	\$25,870.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$195.00	\$780.00
CTY-26	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$35.00	\$350,000.00
CTY-27	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$49.00	\$245,000.00
CTY-28	203-00100	MUCK EXCAVATION	CY	1,000	\$80.50	\$80,500.00
CTY-29	203-00450	ROCK REMOVAL	EACH	32	\$35.00	\$1,120.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$16.00	\$43,008.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	100	\$160.00	\$16,000.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$100.00	\$146,100.00
CTY-34	206-01750	SHORING	L S	1	\$22,500.00	\$22,500.00
CTY-35	207-00205	TOPSOIL	CY	2,139	\$56.00	\$119,784.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$550.00	\$2,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$47.50	\$1,520.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$2,148.00	\$6,444.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$229.00	\$3,664.00
CTY-51	210-01000	RESET FENCE	LF	2,011	\$76.75	\$154,344.25
CTY-52	210-01010	RESET GATE POST	EACH	3	\$1,385.00	\$4,155.00
CTY-53	210-01011	RESET GATE	EACH	5	\$7,415.00	\$37,075.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$94.75	\$4,832.25
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$1.42	\$2,840.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L S	1	\$35,000.00	\$35,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$1.90	\$9,091.50
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L S	1	\$43,280.00	\$43,280.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$745.00	\$37,250.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,877	\$35.25	\$277,664.25
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$63.00	\$6,615.00
CTY-69	306-01000	RECONDITIONING	SY	24,720	\$1.75	\$43,260.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	755	\$112.32	\$84,801.60
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	687	\$103.00	\$70,761.00



000-44683		58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	13,025	\$87.37	\$1,137,994.25
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3,721	\$104.88	\$390,258.48
CTY-74	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$65.74	\$22,483.08
CTY-75	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$74.42	\$152,040.06
CTY-76	503-00018	DRILLED SHAFT (18 INCH)	LF	4	\$127.00	\$508.00
CTY-77	503-00042	DRILLED SHAFT (42 INCH)	LF	48	\$587.00	\$28,176.00
CTY-78	504-06400	SOIL NAIL WALL	SF	4,298	\$54.81	\$235,573.38
CTY-79	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$87.00	\$14,007.00
CTY-80	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$320.00	\$198,080.00
CTY-81	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$330.00	\$47,190.00
CTY-82	516-00000	DAMPPROOFING (ASPHALT)	SY	1,438	\$16.20	\$23,295.60
CTY-83	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$950.00	\$639,350.00
CTY-84	601-40000	MASONRY VENEER	SF	3,663	\$57.50	\$210,622.50
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	4,004	\$16.74	\$67,026.96
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$11.25	\$17,640.00
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.59	\$141,969.51
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,999	\$122.00	\$243,878.00
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,060	\$175.00	\$185,500.00
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$227.50	\$32,305.00
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,866	\$327.50	\$611,115.00
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	63	\$720.00	\$45,360.00
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$115.00	\$28,750.00
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$295.00	\$11,505.00
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$615.00	\$104,550.00
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$2,445.00	\$7,335.00
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$3,200.00	\$6,400.00
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,850.00	\$3,850.00
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,750.00	\$7,500.00
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$115.00	\$7,245.00
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$770.00	\$93,170.00
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,450.00	\$5,450.00
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,450.00	\$6,450.00
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$23,500.00	\$23,500.00
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,500.00	\$19,500.00
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$68,500.00	\$68,500.00
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,250.00	\$50,000.00
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$9,000.00	\$27,000.00
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$11,500.00	\$23,000.00
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$13,750.00	\$13,750.00
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$15,250.00	\$30,500.00
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$23,000.00	\$23,000.00
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$7,650.00	\$7,650.00
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,100.00	\$255,300.00
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$27,000.00	\$27,000.00
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$35.00	\$25,690.00
CTY-117	606-00710	GUARDRAIL TYPE 7 (STYLE CA)	LF	30	\$294.50	\$8,835.00
CTY-118	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$56.50	\$225,491.50
CTY-119	608-00010	CONCRETE CURB RAMP	SY	258	\$162.50	\$41,925.00
CTY-120	608-00015	DETECTABLE WARNINGS	SF	215	\$35.00	\$7,525.00
CTY-121	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$20.00	\$6,120.00
CTY-122	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$26.50	\$14,018.50
CTY-123	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,165	\$22.50	\$183,712.50

000-44683		58TH AVENUE						
		SCHEDULE A						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS		
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>								
CTY-124	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$130.00	\$1,690.00		
CTY-125	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$33.50	\$15,912.50		
CTY-126	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$13.50	\$13,554.00		
CTY-127	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$1.45	\$63,447.65		
CTY-128	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$97.00	\$582.00		
CTY-129	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$24.00	\$10,008.00		
CTY-130	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$34.00	\$28,322.00		
CTY-131	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,403.00	\$7,015.00		
CTY-132	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,899.00	\$1,899.00		
CTY-133	613-10000	WIRING	L S	1	\$10,659.00	\$10,659.00		
CTY-134	613-13000	LUMINAIRE (LED) (SPECIAL)	EACH	6	\$256.00	\$1,536.00		
CTY-135	614-00011	SIGN PANEL (CLASS I)	SF	148	\$23.00	\$3,404.00		
CTY-136	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$674.00	\$2,696.00		
CTY-137	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$34.00	\$7,106.00		
CTY-138	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$461.00	\$3,688.00		
CTY-139	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$621.00	\$8,073.00		
CTY-140	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$841.00	\$3,364.00		
CTY-141	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$29,149.00	\$29,149.00		
CTY-142	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,036.00	\$1,036.00		
CTY-143	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$312.00	\$2,496.00		
CTY-144	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$2,281.00	\$9,124.00		
CTY-145	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$8,565.00	\$34,260.00		
CTY-146	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$21,738.00	\$21,738.00		
CTY-147	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$23,238.00	\$23,238.00		
CTY-148	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$24,426.00	\$48,852.00		
CTY-149	616-30018	18 INCH TRASH GUARD	EACH	1	\$2,300.00	\$2,300.00		
CTY-150	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,925.00	\$2,925.00		
CTY-151	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$2,925.00	\$2,925.00		
CTY-152	621-00450	DETOUR PAVEMENT	SY	5,400	\$29.50	\$159,300.00		
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$330.00	\$3,960.00		
CTY-160	627-00001	PAVEMENT MARKING PAINT	GAL	70	\$100.00	\$7,000.00		
CTY-161	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$175.00	\$12,250.00		
CTY-162	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00		
CTY-179	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH	4	\$9,200.00	\$36,800.00		
CTY-182	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A	1	\$130,000.00	\$130,000.00		
CTY-183	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00		
CTY-185	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A	1	\$25,000.00	\$25,000.00		
CTY-186	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00		
	186 + 44	<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$9,450,142.85</b>		

000-44683		58TH AVENUE SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$2,320.00	\$2,320.00
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	2	\$515.00	\$1,030.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	431	\$35.25	\$15,192.75
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	13	\$745.00	\$9,685.00
DW-14	619-NWSWSD-0000012B	12 INCH BEND, ALL ANGLES	EA	7	\$1,780.00	\$12,460.00
DW-20	619-NWSWSD-0000100.75	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	23	\$1,550.00	\$35,650.00
DW-21	619-NWSWSD-0000102.00	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$6,890.00	\$6,890.00
DW-23	619-NWSWSD-0000700.75	3/4 INCH TAP RECONNECTION	EA	23	\$3,725.00	\$85,675.00
DW-24	619-NWSWSD-0000702.00	2 INCH TAP RECONNECTION	EA	1	\$3,980.00	\$3,980.00
DW-26	619-NWSWSD-40120	3/4 INCH COPPER SERVICE PIPE	LF	1,297	\$35.00	\$45,395.00
DW-27	619-NWSWSD-40160	2 INCH COPPER SERVICE PIPE	LF	67	\$139.00	\$9,313.00
DW-29	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	830	\$179.50	\$148,985.00
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	3	\$4,705.00	\$14,115.00
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	3	\$13,810.00	\$41,430.00
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						<b>\$432,120.75</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	1,331	\$33.50	\$44,588.50
DS-4	211-NWSWSD-000311	4-INCH SEWER SERVICE TAP AND RECONNECTION	EACH	15	\$16,098.00	\$241,470.00
DS-5	601-NWSWSD-40100C	CONCRETE PIPE CRADLE	EACH	2	\$5,128.00	\$10,256.00
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,256	\$130.00	\$163,280.00
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	8	\$8,585.00	\$68,680.00
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L S		\$355,770.00	\$117,404.10
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						<b>\$645,678.60</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$67.50	\$29,092.50
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$3,750.00	\$7,500.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$214.35	\$180,482.70
<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						<b>\$217,075.20</b>
<b>58TH AVENUE SCHEDULE A TOTAL</b>						<b>\$10,745,017.40</b>

5/2/2022		58TH AVENUE SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	3,390	\$1.88	\$6,373.20
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$35.25	\$211.50
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	746	\$112.32	\$83,790.72
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$87.37	\$1,048.44
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$104.88	\$314.64
	186 + 44	<b>DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$91,738.50</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-000301	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	2	\$5,500.00	\$11,000.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	6	\$2,320.00	\$13,920.00
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	7	\$515.00	\$3,605.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,324	\$35.25	\$81,921.00
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	52	\$745.00	\$38,740.00
DW-6	619-NWSWSD-000006B	6 INCH BEND, ALL ANGLES	EA	3	\$970.00	\$2,910.00
DW-7	619-NWSWSD-000006S	6 INCH TRANSITION SLEEVE COUPLING	EA	1	\$1,475.00	\$1,475.00
DW-8	619-NWSWSD-000008B	8 INCH BEND, ALL ANGLES	EA	3	\$1,155.00	\$3,465.00
DW-9	619-NWSWSD-000008S	8 INCH TRANSITION SLEEVE COUPLING	EA	3	\$1,320.00	\$3,960.00
DW-10	619-NWSWSD-00001206ST	12 INCH X 6 INCH SWIVEL TEE	EA	1	\$1,700.00	\$1,700.00
DW-11	619-NWSWSD-00001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,580.00	\$1,580.00
DW-12	619-NWSWSD-00001208T	12 INCH X 8 INCH TEE	EA	2	\$2,415.00	\$4,830.00
DW-13	619-NWSWSD-00001212T	12 INCH X 12 INCH TEE	EA	2	\$2,985.00	\$5,970.00
DW-14	619-NWSWSD-000012B	12 INCH BEND, ALL ANGLES	EA	18	\$1,780.00	\$32,040.00
DW-15	619-NWSWSD-000012P	12 INCH PLUG	EA	1	\$1,070.00	\$1,070.00
DW-16	619-NWSWSD-000012S	12 INCH TRANSITION SLEEVE COUPLING	EA	11	\$2,350.00	\$25,850.00
DW-17	619-NWSWSD-00001612CR	16 INCH X 12 INCH CROSS	EA	1	\$5,575.00	\$5,575.00
DW-18	619-NWSWSD-00001612R	16 INCH X 12 INCH REDUCER RESTRAINED	EA	4	\$2,675.00	\$10,700.00
DW-19	619-NWSWSD-000016B	16 INCH BEND, ALL ANGLES	EA	6	\$3,580.00	\$21,480.00
DW-22	619-NWSWSD-00007	CONNECT TO EXISTING PIPELINE	EA	23	\$3,635.00	\$83,605.00
DW-25	619-NWSWSD-06060052	6 INCH CLASS 52 DIP	LF	68	\$205.00	\$13,940.00
DW-28	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$297.00	\$39,204.00
DW-29	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,650	\$179.50	\$475,675.00
DW-30	619-NWSWSD-51247	16 INCH C900 DR18 PVC PIPE	LF	304	\$340.00	\$103,360.00
DW-31	619-NWSWSD-75048	6 INCH GATE VALVE AND BOX	EA	2	\$2,082.50	\$4,165.00
DW-32	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	4	\$2,920.00	\$11,680.00
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$4,705.00	\$70,575.00
DW-34	619-NWSWSD-77208	8 INCH HIGH DEFLECTION COUPLING	EA	1	\$975.00	\$975.00
DW-35	619-NWSWSD-77212	12 INCH HIGH DEFLECTION COUPLING	EA	3	\$1,240.00	\$3,720.00
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	8	\$13,810.00	\$110,480.00
DW-37	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH WATER	FA	1	\$95,000.00	\$95,000.00
		<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$1,284,170.00</b>

5/2/2022		58TH AVENUE				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS				
		DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS				
		DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00
		58TH AVENUE SCHEDULE B TOTAL				\$1,375,908.50

5/2/2022		58TH AVENUE SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	2,515	\$1.88	\$4,728.20
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$35.25	\$1,586.25
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	553	\$112.32	\$62,112.96
	186 + 44	<b>DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$68,427.41</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
DS-1	202-NWSWSD-00021S	GRINDER PUMP/SERVICE LIFT STATION REMOVAL	EACH	2	\$3,250.00	\$6,500.00
DS-2	202-NWSWSD-00022	REMOVAL OF EXISTING SEWER MANHOLES	EACH	14	\$2,317.00	\$32,438.00
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	2,408	\$33.50	\$80,668.00
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	196	\$130.00	\$25,480.00
DS-7	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,387	\$383.50	\$915,414.50
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	11	\$8,585.00	\$94,435.00
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L S	1	\$355,770.00	\$238,365.96
DS-10	700-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH SEWER	FA	1	\$250,000.00	\$250,000.00
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						
						<b>\$1,643,301.40</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
<b>58TH AVENUE SCHEDULE C TOTAL</b>						<b>\$1,711,728.81</b>

5/2/2022		58TH AVENUE SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	698	\$1.88	\$1,312.24
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	17	\$35.25	\$599.25
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	136	\$112.32	\$15,275.52
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	32	\$87.37	\$2,795.84
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	10	\$104.88	\$1,048.80
	186 + 44	<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$21,031.65</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$67.50	\$122,512.50
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$214.35	\$383,686.50
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$5,800.00	\$17,400.00
MW-5	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO 58TH WATER	F A	1	\$65,752.00	\$65,752.00
		<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$589,351.00</b>
<b>58TH AVENUE SCHEDULE D TOTAL</b>						<b>\$610,382.65</b>

5/2/2022		58TH AVENUE SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$0.00
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$0.00
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00
		XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS				
XW-1	202-00220	REMOVAL OF ASPHALT MAT	SY	85	\$27.50	\$2,337.50
XW-2	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	19	\$101.00	\$1,919.00
XW-3	202-XCEL-00036	REMOVAL OF PIPE (SPECIAL)	LF	89	\$85.00	\$7,565.00
XW-4	619-XCEL-00008	12 INCH WATERLINE (FITTINGS)	EA	10	\$4,500.00	\$45,000.00
XW-5	619-XCEL-06120	12 INCH DUCTILE IRON PIPE	LF	87	\$1,950.00	\$169,650.00
XW-6	619-XCEL-75096	12 INCH GATE VALVE	EA	6	\$7,150.00	\$42,900.00
XW-7	700-XCEL-70910	F/A MINOR CONTRACT REVISIONS - XCEL 58TH WATER	FA	1	\$10,000.00	\$10,000.00
		XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$279,371.50
		58TH AVENUE SCHEDULE E TOTAL				\$279,371.50



5/2/2022		58TH AVENUE SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS	
<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>							
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$42,000.00	\$42,000.00	
CTY-30	203-01597	POTHOLING	HOURL		\$300.00	\$24,000.00	
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$12.00	\$13,140.00	
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00	
CTY-38	208-00035	AGGREGATE BAG	LF		\$5.00	\$950.00	
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$6,000.00	\$12,000.00	
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$25.00	\$4,750.00	
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$112.50	\$450.00	
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$325.00	\$3,900.00	
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$4,200.00	\$42,000.00	
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$62.50	\$6,250.00	
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$115.00	\$46,000.00	
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$282,500.00	\$282,500.00	
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$855.00	\$3,420.00	
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$2,500.00	\$10,000.00	
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$750.00	\$3,000.00	
CTY-61	213-00061	MULCH TACKIFIER	LB		\$2.25	\$895.50	
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY		\$5.00	\$145.00	
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$75.00	\$3,000.00	
CTY-154	622-00720	PUMP STATION	L S		\$8,225.00	\$8,225.00	
CTY-155	625-00000	CONSTRUCTION SURVEYING	L S		\$390,000.00	\$390,000.00	
CTY-156	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$77.00	\$6,160.00	
CTY-157	626-00000	MOBILIZATION	L S		\$543,050.00	\$543,050.00	
CTY-158	6260-10001	PUBLIC INFORMATION SERVICES	L S		\$23,450.00	\$23,450.00	
CTY-159	6260-10002	PUBLIC INFORMATION SERVICE (ADDRESS)	EACH		\$2.50	\$1,250.00	
CTY-163	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF		\$15.00	\$20,025.00	
CTY-164	630-00000	FLAGGING	HOURL		\$29.00	\$29,000.00	
CTY-165	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$100.00	\$800.00	
CTY-166	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$400.00	\$16,000.00	
CTY-167	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00	
CTY-168	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$500.00	\$2,000.00	
CTY-169	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$500.00	\$5,000.00	
CTY-170	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$50.00	\$800.00	
CTY-171	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$65.00	\$1,885.00	
CTY-172	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$150.00	\$750.00	
CTY-173	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00	
CTY-174	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$4,000.00	\$16,000.00	
CTY-175	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$40.00	\$4,000.00	
CTY-176	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$200.00	\$5,000.00	
CTY-177	630-80370	BARRIER (TEMPORARY)	LF		\$19.50	\$19,500.00	
CTY-178	630-80380	TRAFFIC CONE	EACH		\$10.00	\$3,000.00	
CTY-180	700-70010	F/A MINOR CONTRACT REVISIONS - COUNTY 58TH	F A		\$950,000.00	\$950,000.00	
CTY-181	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$90,000.00	\$90,000.00	
CTY-184	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A		\$15,000.00	\$15,000.00	
	186 + 44	<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$2,839,291.50</b>	
<b>58TH AVENUE SCHEDULE F TOTAL</b>						<b>\$2,839,291.50</b>	

5/2/2022		58TH AVENUE SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G</b>						
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G TOTAL</b>						<b>\$42,800.00</b>

5/2/2022		58TH AVENUE SCHEDULE H				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H</b>						
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	300	\$1.00	\$300.00
<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H TOTAL</b>						<b>\$20,700.00</b>

	<b>5/2/2022</b>	<b>58TH AVENUE</b>				
		<b>SCHEDULE I</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I</b>				
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)	EA	2	\$30,000.00	\$60,000.00
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I TOTAL</b>				<b>\$60,000.00</b>

EXHIBIT A

Intergovernmental Agreement with  
North Washington Street Water and Sanitation District

INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY, COLORADO AND  
NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT  
REGARDING EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS FROM  
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD  
AND FRANKLIN STREET IMPROVEMENTS FROM  
EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this 7<sup>th</sup> day of APRIL, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into

INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY, COLORADO AND  
NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT  
REGARDING EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS FROM  
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD  
AND FRANKLIN STREET IMPROVEMENTS FROM  
EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into

the City and County of Denver, past the County’s jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County’s jurisdiction or in the City and County of Denver’s jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the “Project” as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the “58th Avenue Ad Date”). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County’s cost responsibility for 58th Avenue (“58th Avenue Schedule A”), District shall provide the County with a bid schedule for the District 58th Avenue Water Improvements (“58th Avenue Schedule B”) and 58<sup>th</sup> Avenue Sewer Improvements (“58<sup>th</sup> Avenue Schedule C”) in a format mutually acceptable to the County and District. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the District 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform District of the 58th Avenue Ad Date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County’s comparison and recommendation will be provided to District for consideration. District shall have seven (7) calendar days to review and accept, or object to the County’s comparison and recommendation, by providing a written explanation of District’s review, acceptance, or reasons for objection. If objecting to the County’s comparison and recommendation, District shall propose an alternative for the County’s reasonable consideration. The County will have up to seven (7) calendar days to review District’s alternative. It will be at the County’s sole discretion to accept or reject District’s alternative. Prior to finalizing the construction agreement with the contractor, District shall be provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.



2. Termination.

a. The Parties hereby acknowledge that District has allocated a total of Four Million, Four Hundred thousand dollars (\$4,400,000) as its contribution for the District Improvements (“District’s Contribution”). If District does not accept the bids for the District Improvements, or if the bids otherwise exceed District’s Contribution, District may reject the bids and District may elect to terminate its obligations with regard to the District 58<sup>th</sup> Avenue Improvements, or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by District. Upon such termination, District shall relocate its facilities, the District 58<sup>th</sup> Avenue Improvements, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District’s water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. District’s Expenses. District will pay for the actual costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in 58th Avenue Schedules B and C, plus District 's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. District, in its discretion, and upon review of District’s proposed expenses and

schedules for the 58th Avenue Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. District's estimated costs for 58th Avenue Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Metro fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between District and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between District and the County in this IGA.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements. These activities will be conducted by consultants under contract with the District. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;

- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing – Quality Assurance
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$954,937.27.

ii). District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Water Improvements shall be based upon the actual construction costs

for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule B. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule B divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$119,045.21. Additionally, District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Sewer Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule C. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Sewer Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule C divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$239,444.20.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

## II. Franklin Street Improvements

### 1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements (if any), the District Franklin Water Street Improvements, the

Metro Franklin Street Water Improvements, the Xcel Franklin Street Water Improvements (if any), and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). District shall provide the County with a bid schedule for the District Franklin Street Water Improvements in a format mutually acceptable to the County and District. The County shall inform District of the date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall have been provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

b. Termination. If District does not accept the bids for the District Franklin Street Water Improvements, District may reject the bids and District may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract

Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedules B and the Franklin Street Schedule C, plus District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. District's estimated costs in Franklin Street Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Metro's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Xcel Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel, if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel, if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for District are set forth and included in the bid items and quantities listed in Franklin Street Schedules B and C. The County acknowledges and agrees that its agreement with Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule E, requiring Xcel to assume its portion of the associated costs therein, if applicable.

g. District's cost estimates in Franklin Street Schedules B and C shall include a line item for MCR. The MCR amounts to be included in District's cost estimate in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Water Improvements and the Franklin Street Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

h. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

i. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. These activities will be conducted by consultants under contract with District. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

j. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities

- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing – Quality Assurance
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

k. The County, the District, Metro and Xcel, if applicable shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$0.00.

ii) District's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedules B and C. Therefore, District's portion of the Administrative Expenses for the District Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule B divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$52,183.47.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A,



B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to District for reimbursement of Project expenditures associated with District's portion of the Project. Subject to the provisions of Paragraph III.5., below, District will reimburse the County for any work approved by District within 30 days of receipt of invoice. County will prepare a final invoice to be paid by District based on the final and actual Project costs, but such cost will not exceed the amount appropriated by District's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. District hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be at all times subject to District's inspection and approval. The District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall meet or exceed the District's Engineering Standards, the 16th Edition of the Denver Water's Engineering Standards, Denver Water's Capital Projects Construction Standards and shall be in compliance with plans approved by District. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. Except as otherwise set forth herein and subject to District's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, District will own the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. Transfer of ownership of the District 58th Avenue Water Improvements, the District 58th Avenue

Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to District.

3. The contract between the County and the construction contractor shall consider District similar to the County as an "Owner" with respect to District's design, the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, and the District Franklin Street Sewer Improvements. In addition to the rights and remedies set forth in this Agreement, District shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. District shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If District requests any changes to the construction contract, the County shall duly consider District's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list District and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of District.

4. All warranties for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements will be assigned to District upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on all District Improvements that will begin after the initial date of acceptance of the Project. The warranty shall state that the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. District and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by District, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, District and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, District and County are unable to agree on such a reasonable alternative, District may, in its discretion, terminate the IGA and District shall complete the remaining portions of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and Metro 58th Avenue Water, the District Franklin Street Sewer Improvements and shall not be liable to the County for any further costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

6. District shall review all material and workmanship associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, Metro and the District Franklin Street Sewer Improvements. District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements, Metro, or its contractors shall document changes to the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

Street Sewer Improvements construction plans. The construction contractor shall provide District with surveyed as-built information. As-built survey points shall be taken at all fittings, meter locations, services, taps, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide District with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

7. District agrees to designate a District Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to District, regarding the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

IV. Term. The term of this IGA shall be from the date first written above through the duration of the awarded construction contract schedule and warranty period.

V. Miscellaneous

1. Execution of Agreements with Metro and Xcel. Upon execution of the Metro and Xcel agreements, each such agreement shall be considered attached hereto by reference.

2. Non-Appropriation. The County understands, and District agrees, that District will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event District fails to appropriate sufficient funds to make such payments, District may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution (“TABOR”) the obligations of the Parties pursuant to the Agreement shall not constitute or be interpreted as a multi-fiscal year obligation or debt of the Parties, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither District nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In

the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified, or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney

Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to District:  
District's District Manager  
North Washington Street Water and Sanitation District  
Denver, CO 80229

With Copy to:  
Russ Dykstra  
Spencer Fane, LLP  
1700 Lincoln St., Suite 2000  
Denver, CO 80203

[The rest of this page intentionally left blank.]


[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and Sanitation District

  
District Manager

APPROVED AS TO FORM:

  
North Washington Street Water and Sanitation District  
General Counsel

[County signature page follows]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and  
Sanitation District

---

District Manager

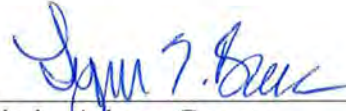
APPROVED AS TO FORM:

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North Washington Street Water and Sanitation District  
General Counsel

[County signature page follows]

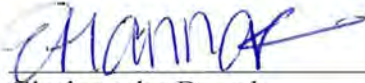
Adams County, Colorado, a body politic by the  
Board of County Commissioners



---

Chair, Adams County  
Board of County Commissioners

ATTEST:



---

Clerk to the Board

APPROVED AS TO FORM:

---

County Attorney's Office



Adams County, Colorado, a body politic by the  
Board of County Commissioners

---

Chair, Adams County  
Board of County Commissioners

ATTEST:

---

Clerk to the Board

APPROVED AS TO FORM:

---

County Attorney's Office

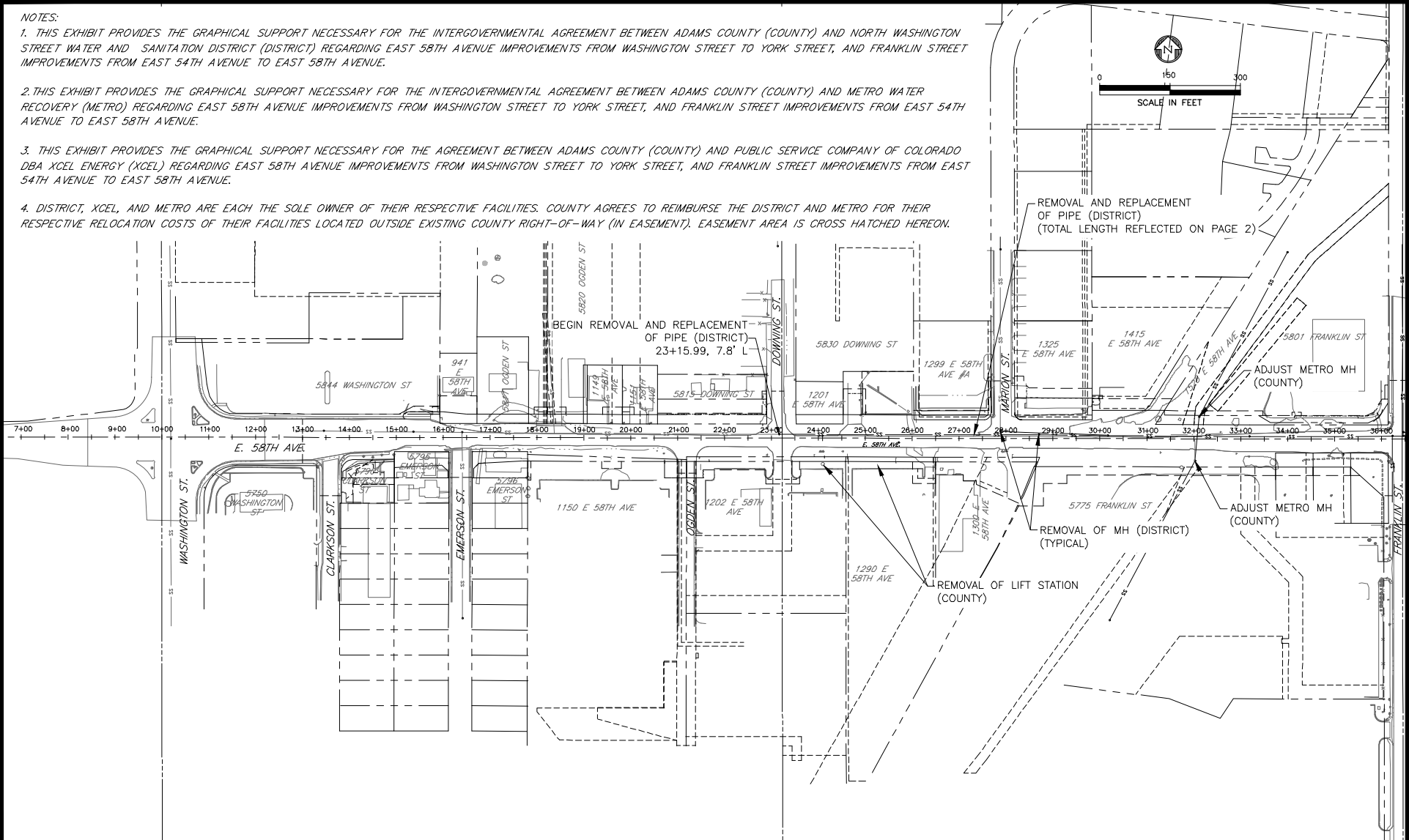
**EXHIBIT A**

**(Plans showing Responsibilities of Water and Sanitary Sewer Facilities)**


# EXHIBIT A - SHEET 1 OF 4

**NOTES:**

1. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT (DISTRICT) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
2. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND METRO WATER RECOVERY (METRO) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
3. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY (XCEL) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
4. DISTRICT, XCEL, AND METRO ARE EACH THE SOLE OWNER OF THEIR RESPECTIVE FACILITIES. COUNTY AGREES TO REIMBURSE THE DISTRICT AND METRO FOR THEIR RESPECTIVE RELOCATION COSTS OF THEIR FACILITIES LOCATED OUTSIDE EXISTING COUNTY RIGHT-OF-WAY (IN EASEMENT). EASEMENT AREA IS CROSS HATCHED HEREON.



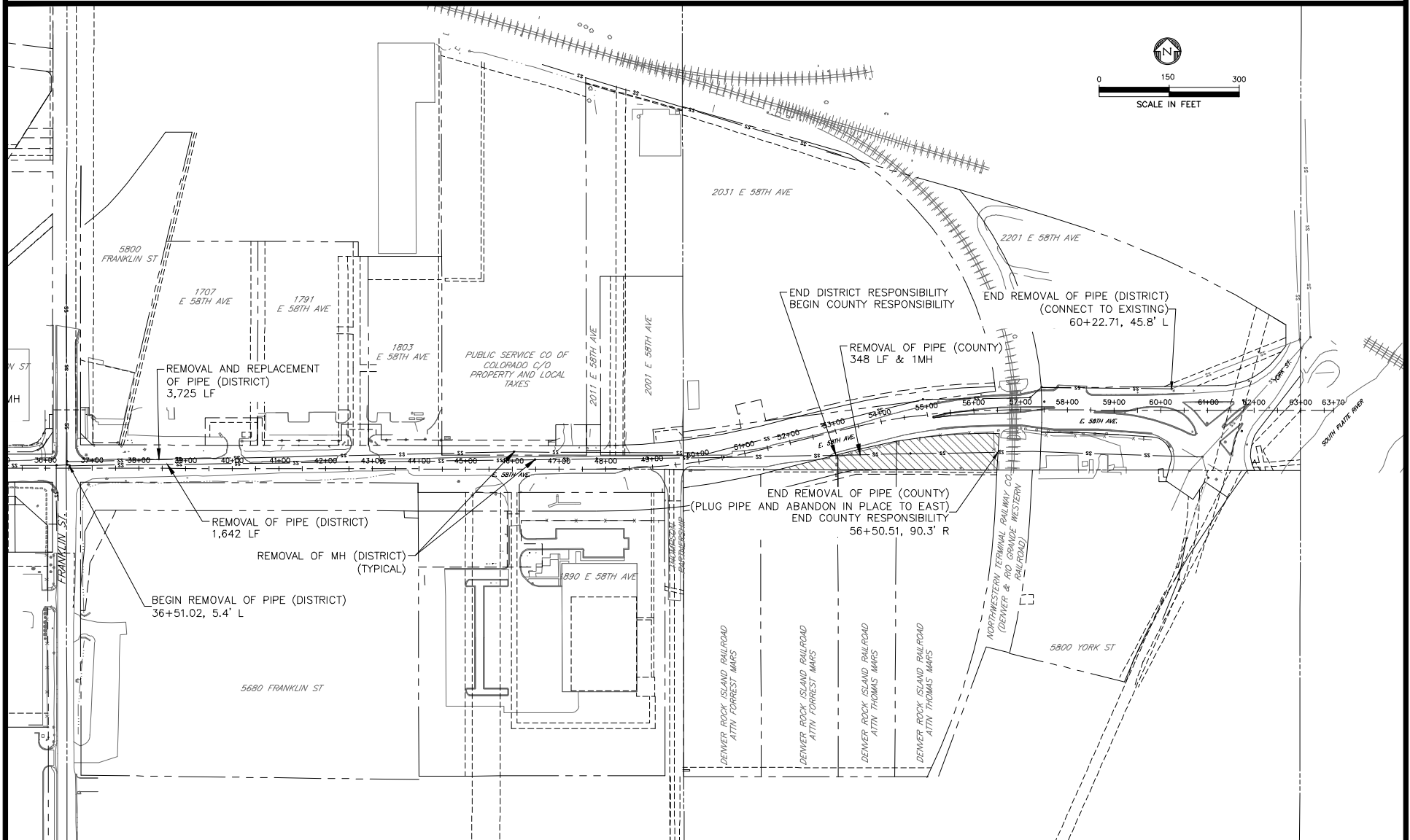
PREPARED BY:  
**DBC**  
 Drexel, Barrell & Co.  
 Engineers & Surveyors  
 3800 34TH STREET  
 BOULDER, COLORADO 80501  
 GARRETT LINGGREN, PE  
 (303) 442-4338  
 BOULDER  
 COLORADO SPRINGS  
 GREELEY

OWNER/CLIENT:  
  
**ADAMS COUNTY**  
 COLORADO  
 4430 SOUTH ADAMS COUNTY  
 PARKWAY  
 BRIGHTON, CO 80601  
 (720) 523-6986  
 RUSSELL T. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
 1 OF 4

# EXHIBIT A - SHEET 2 OF 4



PREPARED BY:

**DBC**  
Drexel, Barrell & Co.  
Engineers & Surveyors  
3800 34TH STREET  
BOULDER, COLORADO 80501  
GARRETT LINGREN, P.E.  
(303) 442-4338  
BOULDER  
COLORADO SPRINGS  
GORELEY

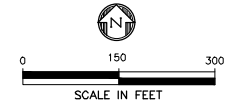
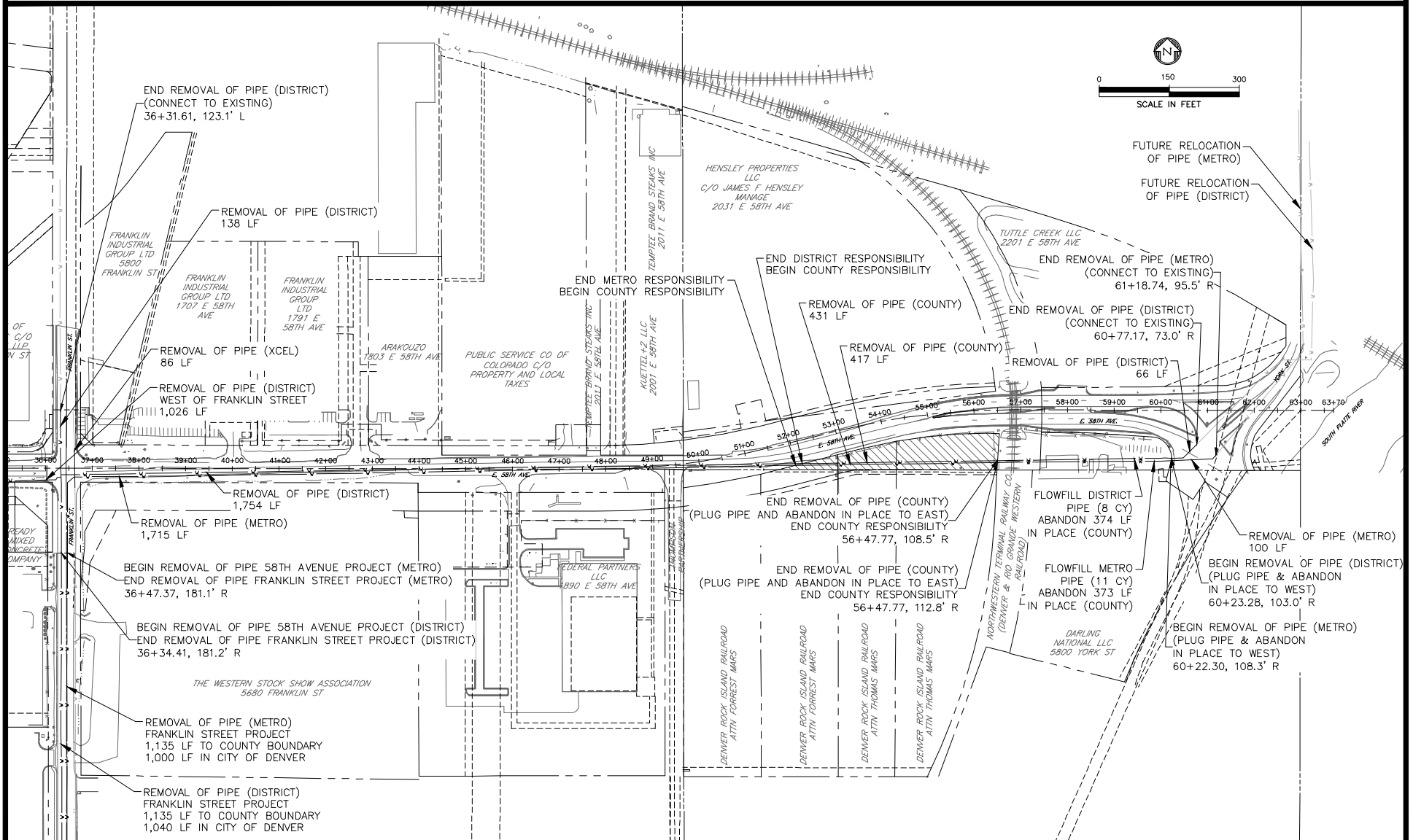
OWNER/CLIENT:

**ADAMS COUNTY**  
COLORADO  
4430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(720) 523-6986  
RUSSELL T. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
2 OF 4

# EXHIBIT A - SHEET 3 OF 4



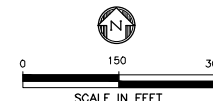
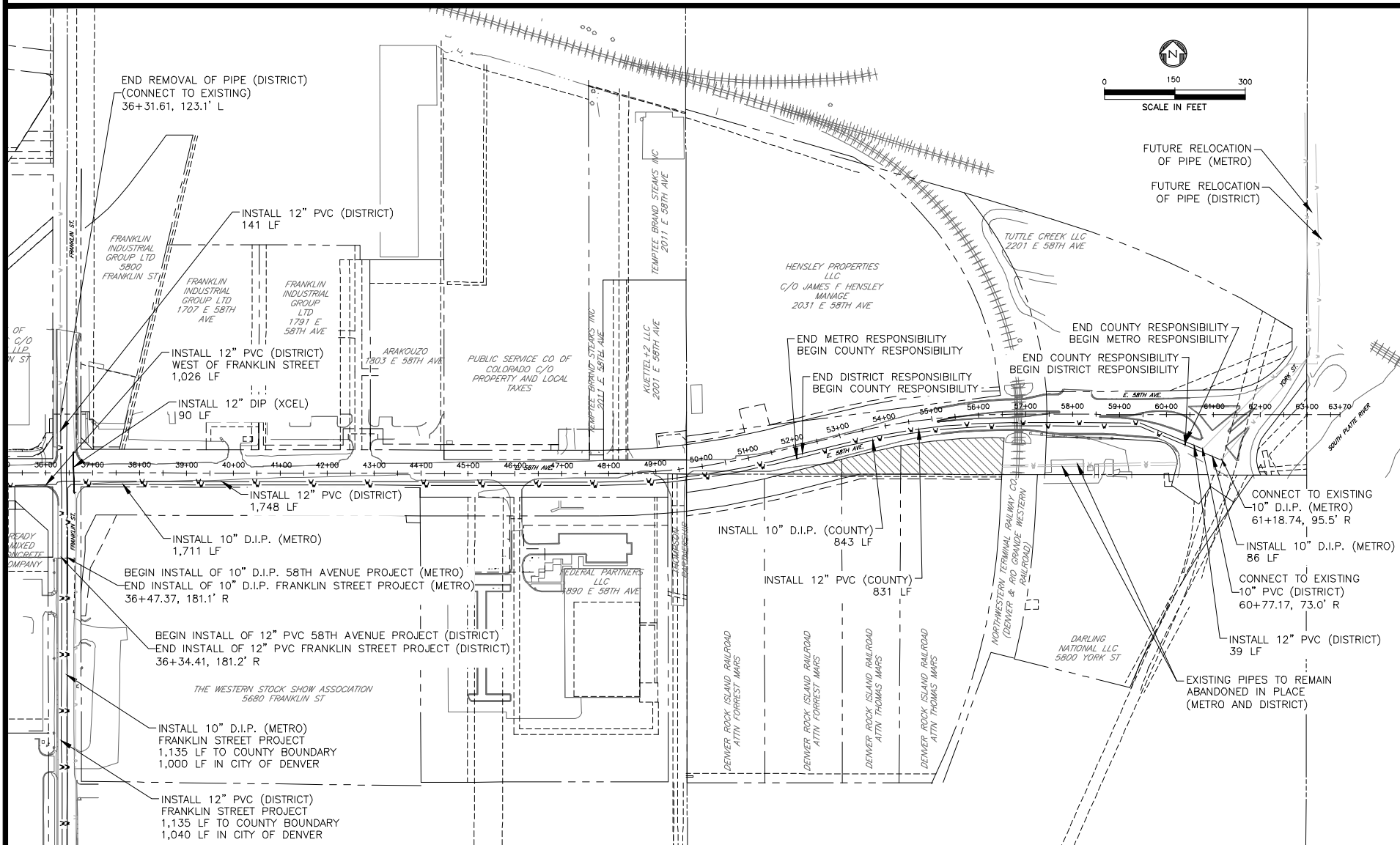
PREPARED BY:  
**DBC**  
 Drexel, Barrill & Co.  
 Engineers Surveyors  
 1800 28TH STREET  
 BOULDER, COLORADO 80501  
 GARRETT LINGREEN, P.E.  
 (303) 442-4338  
 BOULDER  
 COLORADO SPRINGS  
 GREILEY

OWNER/CLIENT:  
  
**ADAMS COUNTY**  
 COLORADO  
 4430 SOUTH ADAMS COUNTY  
 PARKWAY  
 BRIGHTON, CO 80601  
 (720) 523-6986  
 RUSSELL T. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A  
 3 OF 4

# EXHIBIT A - SHEET 4 OF 4



PREPARED BY:  
**DBC**  
 Drexel, Barrill & Co.  
 Engineers Surveyors  
 1800 88TH STREET  
 BOULDER, COLORADO 80301  
 GARRETT LINGREEN, P.E.  
 (303) 442-4338  
 BOULDER  
 COLORADO SPRINGS  
 GREELEY

OWNER/CLIENT:  
  
**ADAMS COUNTY**  
 COLORADO  
 4430 SOUTH ADAMS COUNTY  
 PARKWAY  
 BRIGHTON, CO 80601  
 (720) 523-6966  
 RUSSELL T. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A  
 4 OF 4

**EXHIBIT B**

(Placeholder for Intergovernmental Agreement with Metro)

EXHIBIT B  
(Metro IGA - 77 pages)

INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY, COLORADO AND  
METRO WATER RECOVERY REGARDING  
EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS FROM  
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD  
AND FRANKLIN STREET IMPROVEMENTS FROM  
EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this 3<sup>rd</sup> day of February, 2022, by and between Adams County, Colorado, a body politic ("County"), and Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq, each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project (the "District Franklin Street Water Improvements"), (the "Metro Franklin Street Water Improvements"), and (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), as depicted on Exhibit A, and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their



portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Metro Option Period for the 58<sup>th</sup> Avenue Project.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date as an alternate bid item. The invitation for bids for the 58th Avenue Project and the Franklin Street project, if included pursuant to paragraph II.1.a.. will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), Metro shall provide the County with a bid schedule for the Metro 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and Metro. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Metro 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Metro of the 58th Avenue Ad Date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall be provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Metro has allocated a total of seven-hundred thousand dollars (\$700,000) as its contribution for the Metro 58th Avenue Water Improvements ("Metro's Contribution"). If the bids for the Metro 58th Avenue Water Improvements exceed Metro's Contribution, Metro shall have sixty (60) days (or such other period of time mutually agreed upon between Metro and the County), to provide the County with written confirmation whether it will accept the bids. If Metro does not accept the bids for the Metro 58th Avenue Water Improvements, or if the bids otherwise exceed Metro's Contribution, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Metro 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by Metro.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Metro's estimated costs for 58th Avenue Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro 58th Avenue Water Improvements shall be approved by Metro in writing therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule E. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Metro. Metro agrees to perform, at its own costs the following activities associated with the design, construction, and acceptance of the Metro 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule G, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;

- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$954,937.27.

ii). Metro's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule D. Therefore, Metro's portion of the 58th Avenue Administrative Expenses for the Metro 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule D divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$45,545.80.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

## II. Franklin Street Improvements

### 1. Metro Franklin Street Water Improvements.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements as a bid alternate together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". To the extent that the District and Xcel submit bids for the Franklin Street Improvements, the invitation for bids may consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.i., herein). Metro shall provide the County with a bid schedule for the Metro Franklin Street Water Improvements in a format mutually acceptable to the County and Metro. The County shall inform Metro of the date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive

bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall have been provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

b. Termination. If Metro does not accept the bids for the Metro Franklin Street Water Improvements, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as further defined in Paragraph II.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule D, plus Metro's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the Franklin Street Administrative Expenses may

reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Metro's estimated costs in Franklin Street Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Improvements shall be approved by Metro in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Metro are set forth and included in the bid items and quantities listed in Franklin Street Schedule D. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedule D, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule D, requiring Xcel to assume its portion of the associated costs therein.

h. Metro's cost estimates in Franklin Street Schedule D shall include a line item for MCR. The MCR amounts to be included in Metro's cost estimate in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Water Improvements shall be approved by Metro

in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform at its own costs the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Metro. Metro agrees to perform, at its own costs for the following activities associated with the design, construction and acceptance of the Metro Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control



- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$00.00.

ii) Metro's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule D. Therefore, Metro's portion of the Administrative Expenses for the Metro Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule D divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$52,183.47

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with

the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

### III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Metro for reimbursement of Project expenditures associated with Metro's portion of the Project. Subject to the provisions of Paragraph III.5., below, Metro will reimburse the County for any work approved by Metro within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Metro based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Metro's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Metro hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be at all times subject to Metro's inspection and approval. The Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Metro. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Except as otherwise set forth herein and subject to Metro's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Metro will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Metro similar to the County as an "Owner" with respect to Metro's design, the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Metro shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Metro shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Metro requests any changes to the construction contract, the County shall duly consider Metro's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list Metro and its employees, officers and consultants as an additional insured

and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Metro.

4. All warranties for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements will be assigned to Metro upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Metro and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Metro, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Metro and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Metro and County are unable to agree on such a reasonable alternative, Metro may, in its discretion, terminate the IGA and Metro shall complete the remaining portions of the Metro Franklin Street Water Improvements and Metro 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Metro 58th Avenue Water Improvements or the Metro Franklin Street Water Improvements.

6. Metro shall review all material and workmanship associated with the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro, or its contractors shall document changes in the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements construction plans. The construction contractor shall provide Metro with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements.

7. Metro agrees to designate a Metro Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Metro, regarding the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Execution of Agreements with the District and Xcel. Upon execution of the District and Xcel agreements, each such agreement shall be attached hereto.

2. Non-Appropriation. The County understands, and Metro agrees, that Metro will

use its best efforts to appropriate funds sufficient to make the payments contemplated herein. However, in the event Metro fails to appropriate sufficient funds to make such payments, Metro may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither Metro nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to Metro:  
Metro's Chief Executive Officer  
Metro Water Recovery  
6450 York Street  
Denver, CO 80229-7499


With Copy to:  
Director of Engineering  
Metro Water Recovery  
6450 York Street  
Denver, CO 80229-7499

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq

  
William Conway (Feb 8, 2022 18:26 MST)

---

Chief Executive Officer

APPROVED AS TO FORM:

  
Emily Jackson (Feb 7, 2022 05:33 MST)

---

Metro Water Recovery, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners

---

Chair, Adams County  
Board of County Commissioners

ATTEST:

---

Clerk to the Board

APPROVED AS TO FORM:

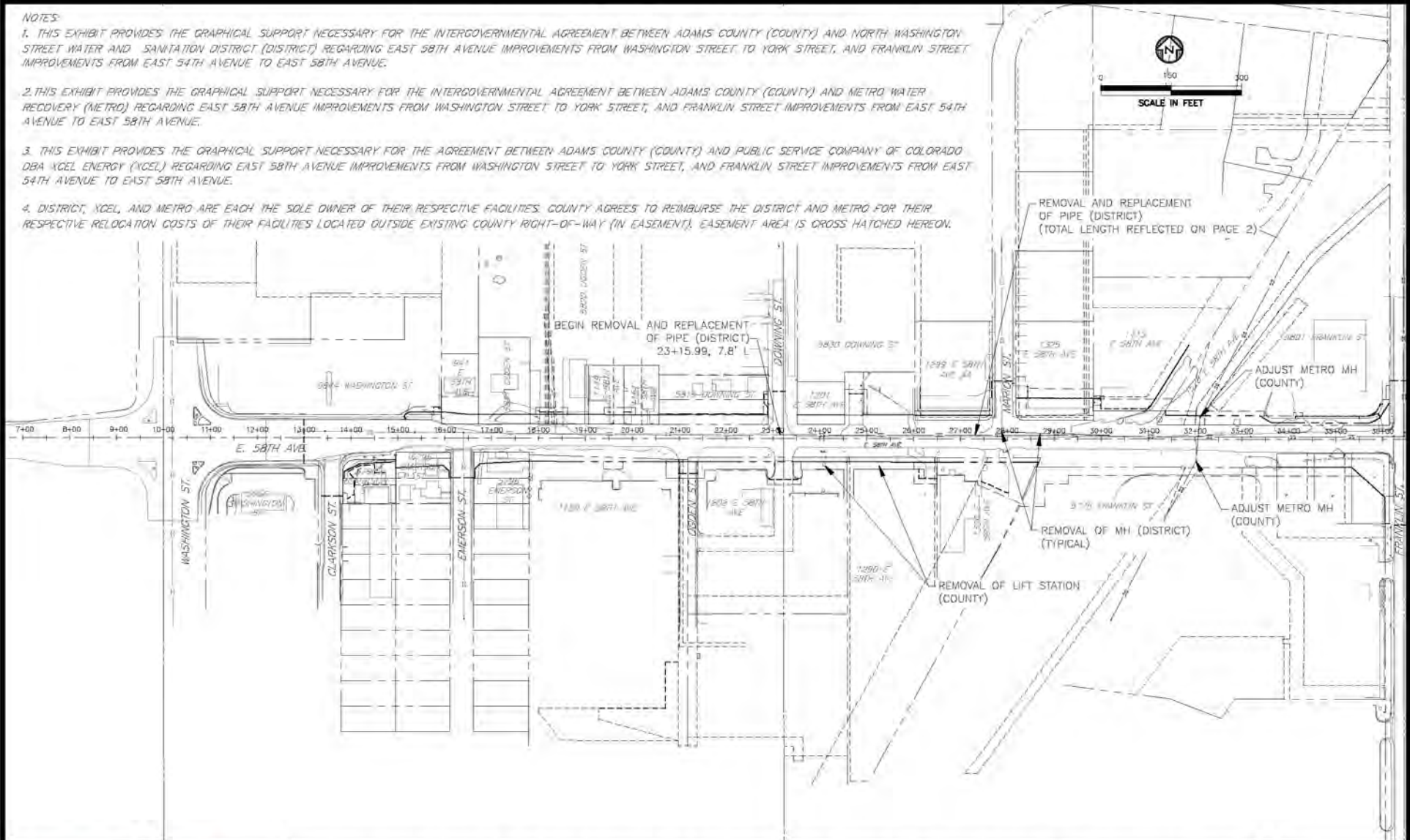
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County Attorney's Office

# EXHIBIT A - SHEET 1 OF 4

**NOTES:**

1. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT (DISTRICT) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
2. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND METRO WATER RECOVERY (METRO) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
3. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY (XCEL) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
4. DISTRICT, XCEL, AND METRO ARE EACH THE SOLE OWNER OF THEIR RESPECTIVE FACILITIES. COUNTY AGREES TO REIMBURSE THE DISTRICT AND METRO FOR THEIR RESPECTIVE RELOCATION COSTS OF THEIR FACILITIES LOCATED OUTSIDE EXISTING COUNTY RIGHT-OF-WAY (IN EASEMENT). EASEMENT AREA IS CROSS HATCHED HEREON.



PREPARED BY:



Drexel, Barrell & Co.  
Engineers & Surveyors  
1800 17TH STREET  
BOULDER, COLORADO 80501  
DANIELLE LINDORF, P.E.  
(303) 442-0238  
BOULDER  
COLORADO SPRINGS  
DREXEL

OWNER/CLIENT:



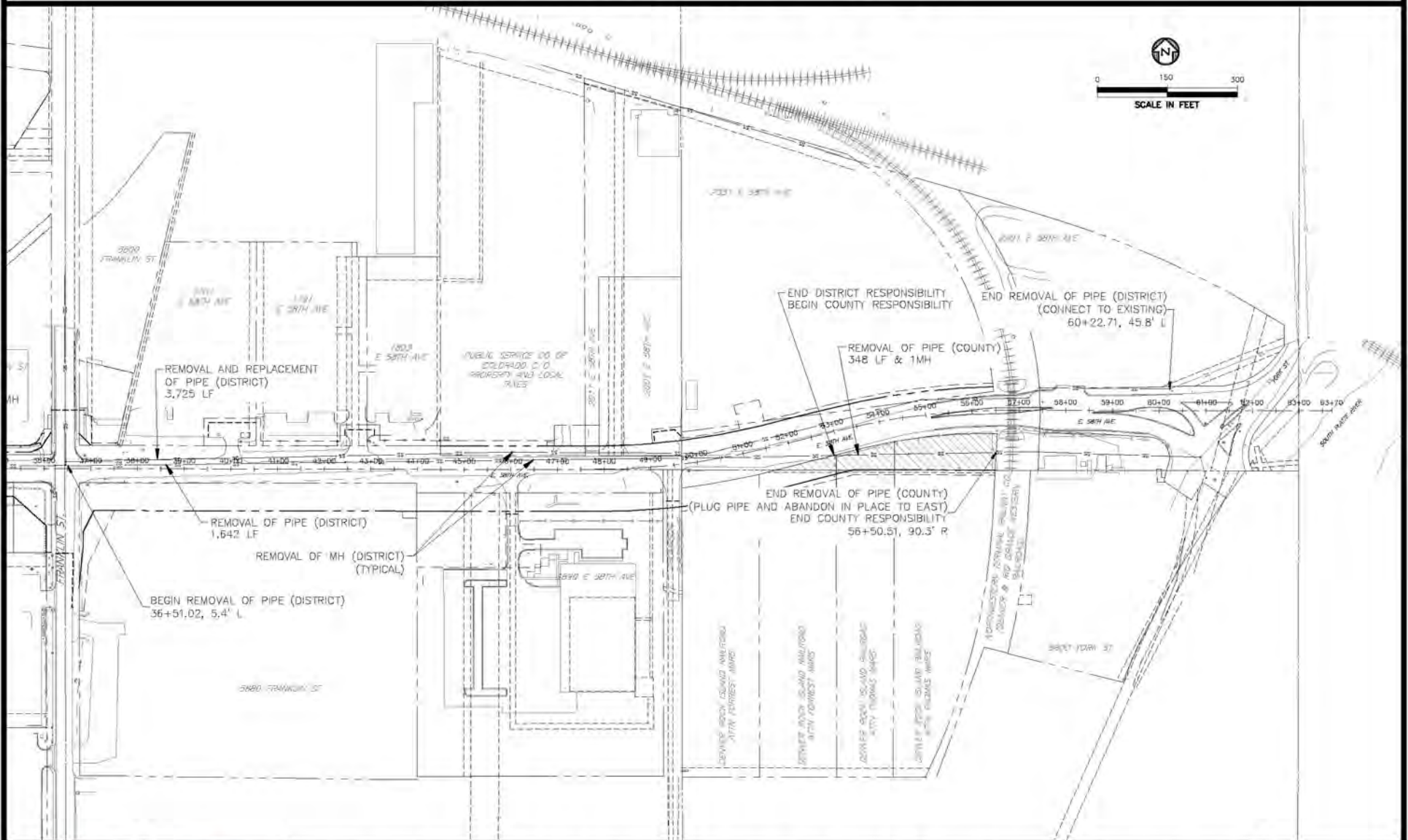
1430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(772) 521-4984  
RUSSELL T. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
1 OF 4



# EXHIBIT A - SHEET 2 OF 4



PREPARED BY:



Drexel, Barrell & Co.  
Engineers & Surveyors  
180 3024 STRAUF  
BOULDER, COLORADO 80501  
DANIELLE LINDORF, P.E.  
(303) 442-0238  
BOULDER  
COLORADO SPRINGS  
DREXEL

OWNER/CLIENT:

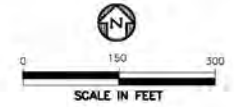
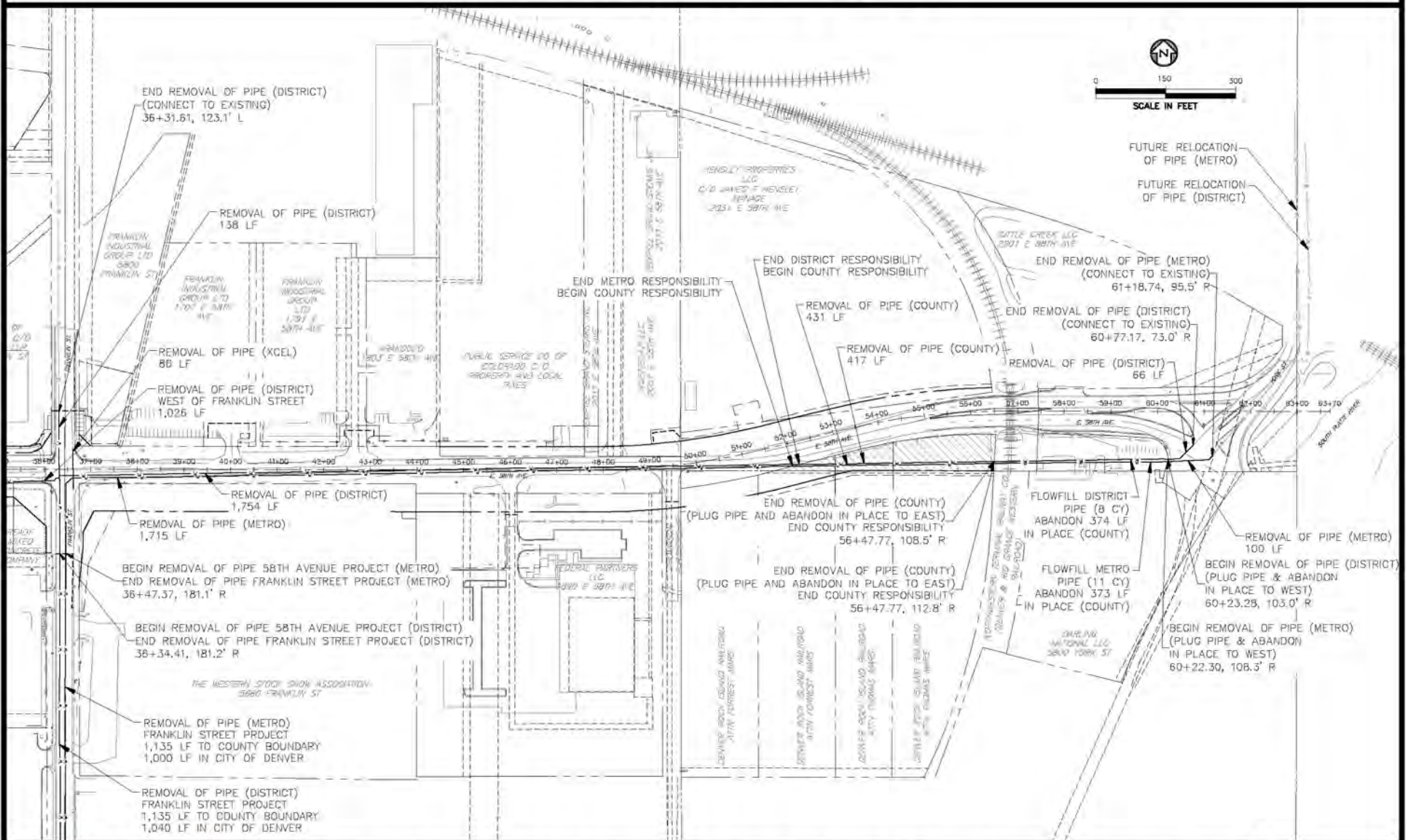


1430 SOUTH ADAMS COUNTY  
FAIRWAY  
BRIGHTON, CO 80601  
(773) 531-4966  
RUSSELL E. NELSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
2 OF 4

# EXHIBIT A - SHEET 3 OF 4



PREPARED BY:  
**DBC**  
 Drexel, Barrell & Co.  
 Engineers Surveyors  
 160 WEST STREET  
 BOULDER, COLORADO 80501  
 GRANVILLE BRANCH, CO  
 (303) 445-6338  
 BOULDER  
 COLORADO SPRINGS  
 DREXEL

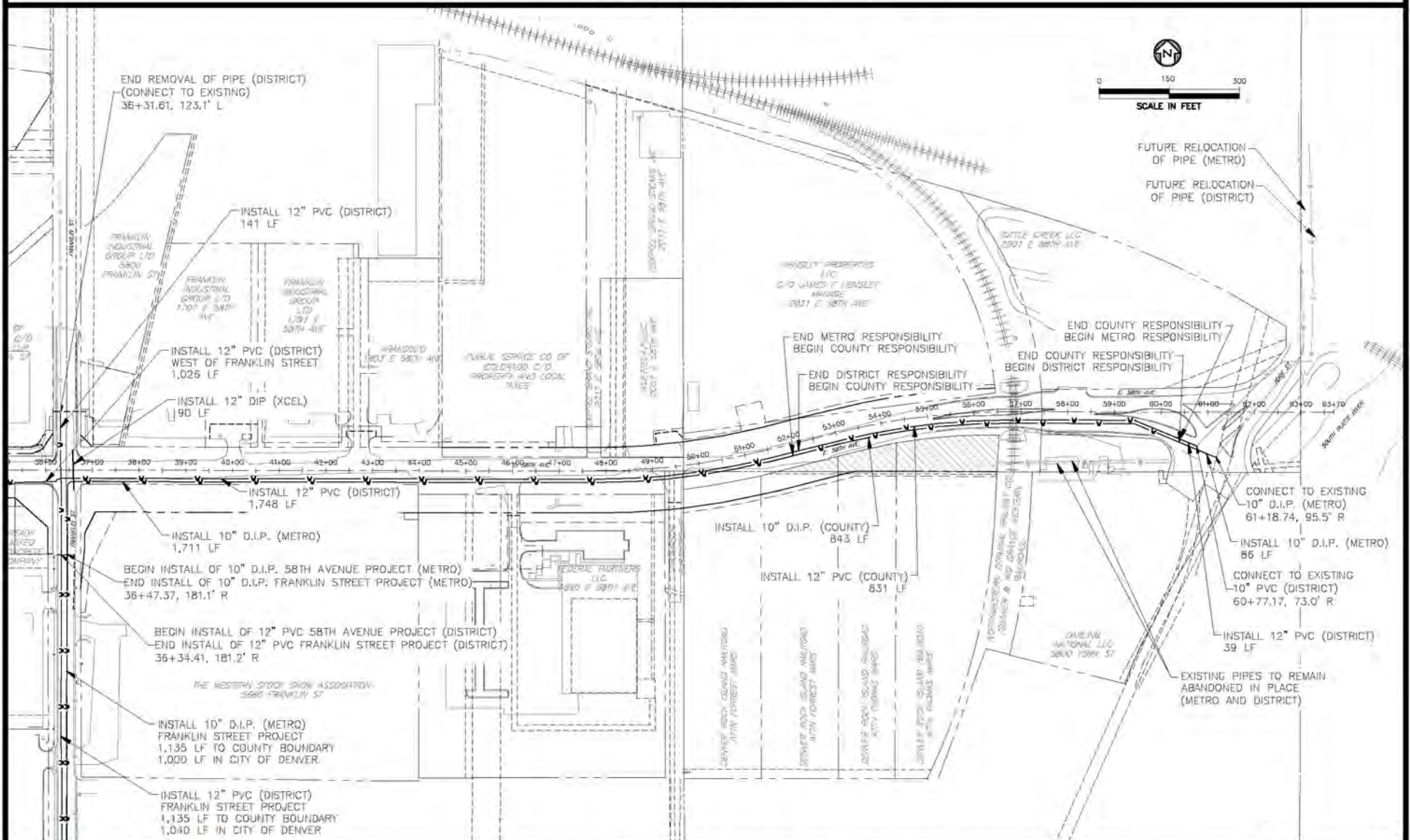
OWNER/CLIENT:  
  
**ADAMS COUNTY**  
 COLORADO  
 1430 SOUTH ADAMS COUNTY  
 PARKWAY  
 BRIGHTON, CO 80601  
 (773) 521-4986  
 RUSSELL E. WELDON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A  
 3 OF 4



# EXHIBIT A - SHEET 4 OF 4



PREPARED BY:  
**DBC**  
Drexel, Barrell & Co.  
Engineers Surveyors  
160 WEST STREETER  
BOULDER, COLORADO 80501  
GARLANDS@DBC.COM  
(303) 445-4338  
BOULDER  
COLORADO SERVICE  
DREXEL

OWNER/CLIENT:  
**ADAMS COUNTY**  
COLORADO  
1430 SOUTH ADAMS COUNTY  
PARKWAY  
BRIGHTON, CO 80601  
(773) 531-4966  
MUSSELL, T. HILSON, P.E.

## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A  
4 OF 4

# EXHIBIT C

## (IGA WITH DISTRICT)

### INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), District shall provide the County with a bid schedule for the District 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and District. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the District 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform District of the 58th Avenue Ad Date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to District for consideration. District shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall be provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that District has allocated a total of xxx-hundred thousand dollars (\$xxx,000) as its contribution for the District 58th Avenue Water Improvements (“District’s Contribution”). If District does not accept the bids for the District 58th Avenue Water Improvements, or if the bids otherwise exceed District’s Contribution, District may reject the bids and District may elect to terminate its obligations with regard to the District 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by District. Upon such termination, District shall relocate its facilities, the District 58th Avenue Water Improvements, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District’s water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. District’s Expenses. District will pay for the actual costs associated with the District 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedules B and C, plus District 's equitable portions of the actual costs

associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. District's estimated costs for 58th Avenue Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements. These activities will be conducted by consultants under contract with the District. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;

- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) xxxxxxx.



ii). District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule B. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule B divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**. Additionally, District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Sewer Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule C. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Sewer Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule C divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

## II. Franklin Street Improvements

### 1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the

Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the “Franklin Street Ad Date”. The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). District shall provide the County with a bid schedule for the District Franklin Street Water Improvements in a format mutually acceptable to the County and District. The County shall inform District of the date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County’s comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County’s comparison and recommendation, by providing a written explanation of District’s review, acceptance, or reasons for objection. If objecting to the County’s comparison and recommendation District shall propose an alternative for the County’s reasonable consideration. The County will have up to seven (7) calendar days to review District’s alternative. It will be at the County’s sole discretion to accept or reject District’s alternative. Prior to finalizing the construction agreement with the contractor, District shall have been provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

b. Termination. If District does not accept the bids for the District Franklin Street Water Improvements, or the District Franklin Street Sewer Improvements, District may reject the bids and District may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the “Franklin Street Ad Date”). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in Franklin Street Schedules B and C, plus District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. District's estimated costs in Franklin Street Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Metro's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Xcel Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Paving Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving

Improvements. The surface removal and improvements estimated for District are set forth and included in the bid items and quantities listed in Franklin Street Schedules B and C. The County acknowledges and agrees that its agreement with the Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule E, requiring Xcel to assume its portion of the associated costs therein, if applicable.

g. District's cost estimates in Franklin Street Schedules B and C shall include a line item for MCR. The MCR amounts to be included in District's cost estimate in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Water Improvements, and the Franklin Street Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

h. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

i. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. These activities will be conducted by consultants under contract with District. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

j. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

k. The County, the District, Metro and Xcel, if applicable shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

- i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) xxxxxx.
- ii) District's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedules B and C. Therefore, District's portion of the

Administrative Expenses for the District Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule B divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

### III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to District for reimbursement of Project expenditures associated with District's portion of the Project. Subject to the provisions of Paragraph III.5., below, District will reimburse the County for any work approved by District within 30 days of receipt of invoice. County will prepare a final invoice to be paid by District based on the final and actual Project costs, but such cost will not exceed the amount appropriated by District's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. District hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be at all times subject to District's inspection and approval. The District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall meet or exceed the District's standards and the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by District. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during**

**construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Except as otherwise set forth herein and subject to District's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, District will own the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Transfer of ownership of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to District.

3. The contract between the County and the construction contractor shall consider District similar to the County as an "Owner" with respect to District's design, the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. In addition to the rights and remedies set forth in this Agreement, District shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. District shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If District requests any changes to the construction contract, the County shall duly consider District's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list District and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of District.

4. All warranties for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements will be assigned to District upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements are free from defects in materials, equipment, and workmanship.

5. District and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by District, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, District and the

County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, District and County are unable to agree on such a reasonable alternative, District may, in its discretion, terminate the IGA and District shall complete the remaining portions of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements and shall not be liable to the County for any further costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

6. District shall review all material and workmanship associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District, or its contractors shall document changes to the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements construction plans. The construction contractor shall provide District with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide District with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

7. District agrees to designate a District Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to District, regarding the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with Metro and Xcel. Execution of this IGA shall be contingent on full execution of the County's Agreement with Metro and Xcel.

2. Non-Appropriation. The County understands, and District agrees, that District will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event District fails to appropriate sufficient funds to make such payments, District may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution ("TABOR") the obligations of the Parties pursuant to the Agreement shall not constitute or be interpreted as a multi-fiscal year obligation or debt



of the Parties, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither District nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to District:  
District's District Manager  
North Washington Street Water and Sanitation District  
Denver, CO 80229

With Copy to:  
Russ Dykstra  
Spencer Fane, LLP  
1700 Lincoln St., Suite 2000  
Denver, CO 80203

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and  
Sanitation District

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District Manager

APPROVED AS TO FORM:

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North Washington Street Water and Sanitation District  
General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners

---

Chair, Adams County  
Board of County Commissioners

ATTEST:

---

Clerk to the Board

APPROVED AS TO FORM:

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County Attorney's Office

# EXHIBIT D (IGA WITH XCEL)

## AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO REGARDING EAST 58<sup>th</sup> AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This AGREEMENT (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Adams County, Colorado, a body politic ("County"), and Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and Xcel, collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this Agreement;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which, District and Metro will be improving (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and potentially, Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein, collectively (the "Franklin Street Project");

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into

the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), Xcel shall provide the County with a bid schedule for the Xcel 58th Avenue Water Improvements (58th Avenue Schedule E") in a format mutually acceptable to the County and Xcel. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Xcel 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Xcel of the 58th Avenue Ad Date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Xcel's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, Xcel shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Xcel's alternative. It will be at the County's sole discretion to accept or reject Xcel's alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall be provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Xcel has allocated a total of xxx-hundred thousand dollars (\$000) as its contribution for the Xcel 58th Avenue Water Improvements (“Xcel’s Contribution”). If Xcel does not accept the bids for the Xcel 58th Avenue Water Improvements, or if the bids otherwise exceed Xcel’s Contribution, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Xcel 58th Avenue Water Improvements, or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County subject to reimbursement by Xcel. Upon such termination, Xcel shall relocate its facilities, the Xcel 58th Avenue Water Improvements, according to the Project plans, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3i., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District’s water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Xcel’s Expenses. Xcel will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule E, plus Xcel 's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Xcel, in its discretion, and upon review of Xcel’s proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Xcel's estimated costs for 58th Avenue Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel 58th Avenue Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the Xcel 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule H, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and



v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii). Xcel's portion of 58th Avenue Schedule F associated with the Metro 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule E. Therefore, Xcel's portion of the 58th Avenue Administrative Expenses

for the Xcel 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule E divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

## II. Franklin Street Improvements

### 1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). Xcel shall provide the County with a bid schedule for the Xcel Franklin Street Water Improvements in a format mutually acceptable to the County and Xcel. The County shall inform Xcel of the date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Xcel's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Xcel shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review

Xcel's alternative. It will be at the County's sole discretion to accept or reject Xcel's alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall have been provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

b. Termination. If Xcel does not accept the bids for the Xcel Franklin Street Water Improvements, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Xcel's Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Xcel, in its discretion, and upon review of Xcel's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Xcel's estimated costs in Franklin Street Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule E shall be agreeable to the Parties. All MCR and change orders that affect the construction of the Xcel Franklin Street Improvements shall be approved by Xcel in

writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Xcel shall be set forth and included in the bid items and quantities listed in Franklin Street Schedule E, if applicable. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedules B and C, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein.

h. Xcel's cost estimates in Franklin Street Schedule E shall include a line item for MCR. The MCR amounts to be included in Xcel's cost estimate in Franklin Street Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel Franklin Street Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;

- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the Xcel Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly

- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel, if applicable, shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii) Xcel's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule E. Therefore, Xcel's portion of the Administrative Expenses for the Xcel Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule E divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable, for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Xcel for reimbursement of Project expenditures associated with Xcel's portion of the Project. Subject to the provisions of Paragraph III.5., below, Xcel will reimburse the County for any work approved by Xcel within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Xcel based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Xcel. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Xcel hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be at all times subject to Xcel's inspection and approval. The Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Xcel. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable. Except as otherwise set forth herein and subject to Xcel's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Xcel will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Xcel similar to the County as an "Owner" with respect to Xcel's design, the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Xcel shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Xcel shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Xcel requests any changes to the construction contract, the County shall duly consider Xcel's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this Agreement. The construction contract for the Project will include a provision that any required insurance list Xcel and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Xcel.

4. All warranties for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements will be assigned to Xcel upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The

warranty shall state that the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Xcel and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Xcel, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Xcel and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Xcel and County are unable to agree on such a reasonable alternative, Xcel may, in its discretion, terminate the Agreement and Xcel shall complete the remaining portions of the Xcel Franklin Street Water Improvements and Xcel 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Xcel 58th Avenue Water Improvements or the Xcel Franklin Street Water Improvements.

6. Xcel shall review all material and workmanship associated with the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel, or its contractors shall document changes in the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements construction plans. The construction contractor shall provide Xcel with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements.

7. Xcel agrees to designate an Xcel Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Xcel, regarding the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements.

IV. Term. The term of this Agreement shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with the District and Metro. Execution of this Agreement shall be contingent on full execution of the County's Agreement with the District and Metro.

2. Non-Appropriation. The County understands, and Xcel agrees, that Xcel will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event Xcel fails to appropriate sufficient funds to make such payments, Xcel may terminate this Agreement.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently



appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this Agreement, or any representation or warranty to the contrary, neither Xcel nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this Agreement.

6. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this Agreement, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This Agreement can be assigned only with the consent of the other Party. This Agreement shall be binding upon, and shall inure to the benefit of,

the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this Agreement are incorporated herein for all purposes.

14. Effective Date. This Agreement shall be effective on the latest date by which both Parties have executed this Agreement.

15. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Written Notices. Under this Agreement, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to Xcel:  
Xcel Manager  
Xcel Energy  
#### Street  
City, ST ZIP

With Copy to:  
Position  
Company  
#### Street  
City, ST ZIP

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Public Service Company of Colorado, a  
Colorado corporation, d/b/a Xcel Energy

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Public Service Company of Colorado, a  
Colorado corporation, d/b/a Xcel Energy

APPROVED AS TO FORM:

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Xcel, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners

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Chair, Adams County  
Board of County Commissioners

ATTEST:

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Clerk to the Board

APPROVED AS TO FORM:

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County Attorney's Office

58TH AVENUE SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL	\$10,833,545.00	\$16,670,378.00	64.986799%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$480,978.00	\$16,670,378.00	2.885226%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL	\$142,250.00	\$16,670,378.00	0.853310%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$199,778.00	\$16,670,378.00	1.198401%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$0.00	\$16,670,378.00	0.000000%
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00		69.923736%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00	\$16,670,378.00	69.9237354%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL	\$1,453,139.00	\$16,670,378.00	8.7168929%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL	\$2,922,803.00	\$16,670,378.00	17.5329138%
METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL	\$555,960.00	\$16,670,378.00	3.3350174%
XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL	\$81,925.00	\$16,670,378.00	0.4914406%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D + SCHEDULE E	\$16,670,378.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	69.9237354%	\$954,937.27
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	8.7168929%	\$119,045.21
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	17.5329138%	\$239,444.20
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	3.3350174%	\$45,545.80
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	0.4914406%	\$6,711.53
TOTAL SCHEDULE F		100.000000%	\$1,365,684.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$11,656,551.00	\$954,937.27	\$12,611,488.27
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,453,139.00	\$119,045.21	\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$2,922,803.00	\$239,444.20	\$3,162,247.20
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$555,960.00	\$45,545.80	\$601,505.80
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$81,925.00	\$6,711.53	\$88,636.53
<b>TOTAL PROJECT IMPROVEMENTS COST</b>	<b>\$16,670,378.00</b>	<b>\$1,365,684.00</b>	<b>\$18,036,062.00</b>

<b>58TH AVENUE SCHEDULES SUMMARY</b>		<b>2/3/2022</b>
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$3,162,247.20
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		-\$60,000.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$4,674,431.41</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$601,505.80
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$644,305.80</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$88,636.53
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$109,336.53</b>
TOTAL PROJECT IMPROVEMENTS COST		\$18,036,062.00
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
<b>ESTIMATED TOTAL BUDGET FOR PROJECT</b>		<b>\$18,159,562.00</b>
ESTIMATED TOTAL BUDGET FOR PROJECT		\$18,159,562.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		-\$4,674,431.41
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		-\$644,305.80
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		-\$109,336.53
<b>ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT</b>		<b>\$12,731,488.27</b>

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS						
CTY-2	201-00000	CLEARING AND GRUBBING	L S	1	\$60,000.00	\$60,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$750.00	\$4,500.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$425.00	\$55,250.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$750.00	\$3,750.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$1,500.00	\$6,000.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,500.00	\$16,500.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$40.00	\$3,800.00
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,667	\$35.00	\$128,345.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$200.00	\$2,400.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$50.00	\$8,200.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$30.00	\$9,600.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$15.00	\$1,980.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$15.00	\$20,250.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$20.00	\$40,620.00
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	24,826	\$9.00	\$223,434.00
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$2.00	\$1,188.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L S	1	\$150,000.00	\$150,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$150.00	\$600.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$1,250.00	\$13,750.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$5,000.00	\$5,000.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$1,500.00	\$6,000.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	2,115	\$5.00	\$10,575.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$250.00	\$1,000.00
CTY-26	203-00450	ROCK REMOVAL	EACH	32	\$125.00	\$4,000.00
CTY-27	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$30.00	\$300,000.00
CTY-28	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$30.00	\$150,000.00
CTY-29	203-00100	MUCK EXCAVATION	CY	1,000	\$50.00	\$50,000.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$30.00	\$80,640.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	119	\$250.00	\$29,750.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$80.00	\$116,880.00
CTY-34	206-01750	SHORING	L S	1	\$50,000.00	\$50,000.00
CTY-35	207-00205	TOPSOIL	CY	2,107	\$25.00	\$52,675.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$350.00	\$1,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$150.00	\$4,800.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$1,750.00	\$5,250.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$250.00	\$4,000.00
CTY-51	210-01000	RESET FENCE	LF	1,830	\$25.00	\$45,750.00
CTY-52	210-01010	RESET GATE POST	EACH	3	\$500.00	\$1,500.00
CTY-53	210-01011	RESET GATE	EACH	4	\$1,000.00	\$4,000.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$50.00	\$2,550.00
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$2.00	\$4,000.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L S	1	\$10,000.00	\$10,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$3.00	\$14,355.00
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L S	1	\$25,000.00	\$25,000.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$750.00	\$37,500.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,780	\$45.00	\$350,100.00
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$45.00	\$4,725.00
CTY-69	306-01000	RECONDITIONING	SY	24,456	\$4.00	\$97,824.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	721	\$150.00	\$108,150.00
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	629	\$85.00	\$53,465.00

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS						
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S)(100) (PG 64-22)	TON	12,940	\$85.00	\$1,099,900.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX)(100) (PG 76-28)	TON	3,697	\$100.00	\$369,700.00
CTY-74	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	3,882	\$3.00	\$11,646.00
CTY-75	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$90.00	\$30,780.00
CTY-76	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$100.00	\$204,300.00
CTY-77	503-00018	DRILLED CAISSON (18 INCH)	LF	4	\$400.00	\$1,600.00
CTY-78	503-00042	DRILLED CAISSON (42 INCH)	LF	48	\$700.00	\$33,600.00
CTY-79	504-06400	SOIL NAIL WALL	SF	4,298	\$85.00	\$365,330.00
CTY-80	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$130.00	\$20,930.00
CTY-81	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$150.00	\$92,850.00
CTY-82	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$200.00	\$28,600.00
CTY-83	516-00000	DAMP PROOFING (ASPHALT)	SY	1,438	\$50.00	\$71,900.00
CTY-84	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$1,000.00	\$673,000.00
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	7,668	\$15.00	\$115,020.00
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$15.00	\$23,520.00
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.75	\$156,256.00
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,996	\$130.00	\$259,480.00
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,074	\$160.00	\$171,840.00
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$180.00	\$25,560.00
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,861	\$320.00	\$595,520.00
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	70	\$650.00	\$45,500.00
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$200.00	\$50,000.00
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$230.00	\$8,970.00
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$350.00	\$59,500.00
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$1,600.00	\$4,800.00
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$2,000.00	\$4,000.00
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,000.00	\$3,000.00
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,500.00	\$7,000.00
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$85.00	\$5,355.00
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$450.00	\$54,450.00
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,000.00	\$5,000.00
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$20,000.00	\$20,000.00
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,000.00	\$18,000.00
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$12,000.00	\$12,000.00
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,000.00	\$48,000.00
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$8,500.00	\$25,500.00
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$12,500.00	\$25,000.00
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$18,000.00	\$36,000.00
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$12,000.00	\$12,000.00
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,000.00	\$253,000.00
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$50.00	\$36,700.00
CTY-117	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$70.00	\$279,370.00
CTY-118	608-00010	CONCRETE CURB RAMP	SY	258	\$175.00	\$45,150.00
CTY-119	608-00015	DETECTABLE WARNINGS	SF	215	\$90.00	\$19,350.00
CTY-120	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$40.00	\$12,240.00
CTY-121	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$30.00	\$15,870.00
CTY-122	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,144	\$30.00	\$244,320.00
CTY-123	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$40.00	\$520.00



000-44595		58TH AVENUE					
		SCHEDULE A					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS	
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>							
CTY-124	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$65.00	\$30,875.00	
CTY-125	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$15.00	\$15,060.00	
CTY-126	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$3.00	\$131,271.00	
CTY-127	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$75.00	\$450.00	
CTY-128	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$25.00	\$10,425.00	
CTY-129	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$27.00	\$22,491.00	
CTY-130	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,300.00	\$6,500.00	
CTY-131	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,800.00	\$1,800.00	
CTY-132	613-10000	WIRING	L S	1	\$20,000.00	\$20,000.00	
CTY-133	613-13000	LUMINAIRE (LED)	EACH	6	\$1,600.00	\$9,600.00	
CTY-134	614-00011	SIGN PANEL (CLASS I)	SF	148	\$25.00	\$3,700.00	
CTY-135	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$2,000.00	\$8,000.00	
CTY-136	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$25.00	\$5,225.00	
CTY-137	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$725.00	\$5,800.00	
CTY-138	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$1,100.00	\$14,300.00	
CTY-139	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$1,400.00	\$5,600.00	
CTY-140	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$25,000.00	\$25,000.00	
CTY-141	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,300.00	\$1,300.00	
CTY-142	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$350.00	\$2,800.00	
CTY-143	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$3,500.00	\$14,000.00	
CTY-144	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$9,000.00	\$36,000.00	
CTY-145	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$17,000.00	\$17,000.00	
CTY-146	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$18,000.00	\$18,000.00	
CTY-147	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$20,000.00	\$40,000.00	
CTY-148	616-30018	18 INCH TRASH GUARD	EACH	1	\$1,300.00	\$1,300.00	
CTY-149	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,200.00	\$2,200.00	
CTY-150	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$1,200.00	\$1,200.00	
CTY-151	621-00450	DETOUR PAVEMENT	SY	5,400	\$75.00	\$405,000.00	
CTY-152	622-00720	PUMP STATION	L S	1	\$50,000.00	\$50,000.00	
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$250.00	\$3,000.00	
CTY-160	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$250.00	\$17,500.00	
CTY-161	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00	
CTY-162	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	1,335	\$15.00	\$20,025.00	
CTY-179	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1	\$1,500,000.00	\$1,500,000.00	
CTY-182	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00	
CTY-183	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A	1	\$15,000.00	\$15,000.00	
CTY-185	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00	
	185 + 44	<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$10,833,545.00</b>	
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>							
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$1,600.00	\$1,600.00	
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	417	\$34.00	\$14,178.00	
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	3	\$1,700.00	\$5,100.00	
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00	
DW-13	619-NWSWSD-00001002	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$9,500.00	\$9,500.00	
DW-14	619-NWSWSD-000010034	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	22	\$2,200.00	\$48,400.00	
DW-15	619-NWSWSD-00006002	2 INCH TAP RECONNECTION	EA	1	\$2,000.00	\$2,000.00	
DW-16	619-NWSWSD-000060034	3/4 INCH TAP RECONNECTION	EA	22	\$2,000.00	\$44,000.00	
DW-17	619-NWSWSD-40060002	2 INCH COPPER SERVICE LINE	LF	55	\$80.00	\$4,400.00	
DW-18	619-NWSWSD-400600034	3/4 INCH COPPER SERVICE PIPE	LF	1,110	\$30.00	\$33,300.00	
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	830	\$350.00	\$290,500.00	
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	2	\$3,200.00	\$6,400.00	
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	1	\$1,200.00	\$1,200.00	

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	2	\$8,500.00	\$17,000.00
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$480,978.00</b>
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>				
DS-4	211-NWSWSD-00031	4-INCH RECONNECTIONS	EA	16	\$2,000.00	\$32,000.00
DS-9	603-NWSWSD-83204	4 INCH SDR35 PVC SEWER SERVICE PIPE	LF	735	\$150.00	\$110,250.00
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>				<b>\$142,250.00</b>
		<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$38.00	\$16,378.00
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$7,500.00	\$15,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$200.00	\$168,400.00
		<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$199,778.00</b>
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL</b>				<b>\$11,656,551.00</b>

2/3/2022		58TH AVENUE				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,177	\$9.00	\$10,593.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$45.00	\$270.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	253	\$150.00	\$37,950.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$85.00	\$1,020.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$100.00	\$300.00
	185 + 44	<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$50,133.00</b>
<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	3	\$800.00	\$2,400.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	4	\$1,600.00	\$6,400.00
DW-3	202-NWSWSD-00032	REMOVE OF EXISTING GATE VALVE	EA	5	\$1,000.00	\$5,000.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,984	\$34.00	\$101,456.00
DW-5	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EA	5	\$800.00	\$4,000.00
DW-6	619-NWSWSD-000001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,500.00	\$1,500.00
DW-7	619-NWSWSD-000001208T	12 INCH X 8 INCH TEE W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00
DW-9	619-NWSWSD-0000012T	12 INCH TEE ALL BRANCHES W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	20	\$1,700.00	\$34,000.00
DW-11	619-NWSWSD-000001612CR	16 INCH X 12 INCH CROSS	EA	1	\$3,000.00	\$3,000.00
DW-12	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EA	12	\$3,200.00	\$38,400.00
DW-19	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$300.00	\$39,600.00
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,647	\$350.00	\$926,450.00
DW-21	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	3	\$2,100.00	\$6,300.00
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$3,200.00	\$48,000.00
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	3	\$1,200.00	\$3,600.00
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	9	\$8,500.00	\$76,500.00
DW-25	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - WATER	F A	1	\$95,000.00	\$95,000.00
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$1,403,006.00</b>
		<b>DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL</b>				<b>\$1,453,139.00</b>

	2/3/2022	58TH AVENUE				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,709	\$9.00	\$15,381.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$45.00	\$2,025.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	327	\$150.00	\$49,050.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	86	\$85.00	\$7,310.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	25	\$100.00	\$2,500.00
	185 + 44	<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$76,266.00</b>
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>				
DS-1	202-NWSWSD-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$2,000.00	\$4,000.00
DS-2	202-NWSWSD-00021	REMOVAL OF EXISTING MANHOLES	EA	16	\$4,000.00	\$64,000.00
DS-3	202-NWSWSD-04080	PLUG END SEWER PIPE	EA	4	\$750.00	\$3,000.00
DS-5	211-NWSWSD-06000	CONNECTION TO EXISTING MANHOLE (COMPLETE IN PLACE)	EA	1	\$4,500.00	\$4,500.00
DS-6	211-NWSWSD-06001	CONNECTION TO EXISTING SANITARY SEWER (COMPLETE IN PLACE)	EA	5	\$3,000.00	\$15,000.00
DS-7	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,457	\$300.00	\$437,100.00
DS-8	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,389	\$700.00	\$1,672,300.00
DS-10	604-NWSWSD-30410	MANHOLE (4 FT DIAMETER)	EA	19	\$9,823.00	\$186,637.00
DS-11	623-NWSWSD-09960	BYPASS PUMPING	LS	1	\$80,000.00	\$80,000.00
DS-12	70-0-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - SEWER	F A	1	\$380,000.00	\$380,000.00
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>				<b>\$2,846,537.00</b>
		<b>DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL</b>				<b>\$2,922,803.00</b>

	<b>2/3/2022</b>	<b>58TH AVENUE</b>				
		<b>SCHEDULE D</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE D QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE D AMOUNTS</b>
		<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,072	\$9.00	\$9,648.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	61	\$45.00	\$2,745.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	170	\$150.00	\$25,500.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	117	\$85.00	\$9,945.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	34	\$100.00	\$3,400.00
	185 + 44	<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$51,238.00</b>
		<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$38.00	\$68,970.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$200.00	\$358,000.00
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$4,000.00	\$12,000.00
MW-5	70-0-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	F A	1	\$65,752.00	\$65,752.00
		<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$504,722.00</b>
		<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL</b>				<b>\$555,960.00</b>

	<b>2/3/2022</b>	<b>58TH AVENUE</b>				
		<b>SCHEDULE E</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE E QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE E AMOUNTS</b>
		<b>XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	85	\$9.00	\$765.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	19	\$150.00	\$2,850.00
	185 + 44	<b>XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$3,615.00</b>
		<b>XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS</b>				
XW-1	202-XCEL-00036	REMOVAL OF PIPE (SPECIAL)	LF	89	\$40.00	\$3,560.00
XW-2	619-XCEL-00008	12 INCH WATERLINE (FITTINGS)	EACH	10	\$1,750.00	\$17,500.00
XW-3	619-XCEL-06120	12 INCH DUCTILE IRON PIPE	LF	87	\$250.00	\$21,750.00
XW-4	619-XCEL-75096	12 INCH GATE VALVE	EACH	6	\$4,250.00	\$25,500.00
XW-5	70-0-NWSWSD-70910	F/A MINOR CONTRACT REVISIONS - XCEL	F A	1	\$10,000.00	\$10,000.00
		<b>XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$78,310.00</b>
		<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL</b>				<b>\$81,925.00</b>

2/3/2022		58TH AVENUE					
		SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS	
<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>							
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$40,000.00	\$40,000.00	
CTY-30	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00	
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$8.00	\$8,760.00	
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00	
CTY-38	208-00035	AGGREGATE BAG	LF		\$10.00	\$1,900.00	
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$2,000.00	\$4,000.00	
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$15.00	\$2,850.00	
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$250.00	\$1,000.00	
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$250.00	\$3,000.00	
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$3,000.00	\$30,000.00	
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$70.00	\$7,000.00	
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$150.00	\$60,000.00	
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$20,000.00	\$20,000.00	
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$1,500.00	\$6,000.00	
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$3,500.00	\$14,000.00	
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$1,500.00	\$6,000.00	
CTY-61	213-00061	MULCH TACKIFIER	LB		\$9.00	\$3,582.00	
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY		\$4.00	\$116.00	
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$125.00	\$5,000.00	
CTY-154	625-00000	CONSTRUCTION SURVEYING	L S		\$130,000.00	\$130,000.00	
CTY-155	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$200.00	\$16,000.00	
CTY-156	626-00000	MOBILIZATION	L S		\$450,000.00	\$450,000.00	
CTY-157	626-01001	PUBLIC INFORMATION SERVICES	L S		\$32,500.00	\$32,500.00	
CTY-158	626-01002	PUBLIC INFORMATION SERVICES (ADDRESS)	EACH		\$40.00	\$20,000.00	
CTY-159	627-00001	PAVEMENT MARKING PAINT	GAL		\$175.00	\$12,250.00	
CTY-163	630-00000	FLAGGING	HOURL		\$33.00	\$33,000.00	
CTY-164	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$140.00	\$1,120.00	
CTY-165	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$250.00	\$10,000.00	
CTY-166	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00	
CTY-167	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$800.00	\$3,200.00	
CTY-168	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$200.00	\$2,000.00	
CTY-169	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$75.00	\$1,200.00	
CTY-170	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$90.00	\$2,610.00	
CTY-171	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$500.00	\$2,500.00	
CTY-172	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00	
CTY-173	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$2,000.00	\$8,000.00	
CTY-174	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$50.00	\$5,000.00	
CTY-175	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$60.00	\$1,500.00	
CTY-176	630-80370	CONCRETE BARRIER (TEMPORARY)	LF		\$45.00	\$45,000.00	
CTY-177	630-80380	TRAFFIC CONE	EACH		\$12.00	\$3,600.00	
CTY-178	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH		\$7,500.00	\$30,000.00	
CTY-180	700-70016	F/A FUEL COST ADJUSTMENT	FA		\$50,000.00	\$50,000.00	
CTY-181	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	FA		\$50,000.00	\$50,000.00	
CTY-184	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	FA		\$25,000.00	\$25,000.00	
	185 + 44	<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>					<b>\$1,365,684.00</b>
<b>58TH AVENUE SCHEDULE F TOTAL</b>							<b>\$1,365,684.00</b>

<b>2/3/2022</b>		<b>58TH AVENUE</b>				
		<b>SCHEDULE G</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>		<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
<b>COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
<b>SCHEDULE G TOTAL</b>						<b>\$42,800.00</b>



<b>2/3/2022</b>		<b>58TH AVENUE</b>				
		<b>58TH AVENUE SCHEDULE H</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>		<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
		<b>COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE - FRANKLIN STREET INTERSECTION)	LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE - FRANKLIN STREET INTERSECTION)	HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	300	\$1.00	\$300.00
		<b>58TH AVENUE SCHEDULE H TOTAL</b>				<b>\$20,700.00</b>

	<b>2/3/2022</b>	<b>58TH AVENUE</b>				
		<b>SCHEDULE I</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>		<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
		<b>COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)	EA	2	\$30,000.00	\$60,000.00
		<b>SCHEDULE I TOTAL</b>				<b>\$60,000.00</b>

FRANKLIN STREET SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY XCEL FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00		0.000000%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00	\$2,520,141.00	0.0000000%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL	\$1,872,310.00	\$2,520,141.00	74.2938590%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL	\$0.00	\$2,520,141.00	0.0000000%
METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL	\$647,831.00	\$2,520,141.00	25.7061410%
XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL	\$0.00	\$2,520,141.00	0.0000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C + SCHEDULE D + SCHEDULE E	\$2,520,141.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	74.2938590%	\$150,816.53
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	25.7061410%	\$52,183.47
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
TOTAL SCHEDULE F		100.000000%	\$203,000.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,872,310.00	\$150,816.53	\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$647,831.00	\$52,183.47	\$700,014.47
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
<b>TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST</b>	<b>\$2,520,141.00</b>	<b>\$203,000.00</b>	<b>\$2,723,141.00</b>

**FRANKLIN STREET  
SCHEDULES SUMMARY**

2/3/2022

DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$2,023,126.53</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$700,014.47
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$46,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$746,814.47</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$0.00</b>
<b>TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST</b>	<b>\$2,769,941.00</b>
<b>ESTIMATED TOTAL COUNTY BUDGET FOR FRANKLIN STREET PROJECT</b>	<b>\$2,769,941.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE A</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE A QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE A AMOUNTS</b>
		<b>COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL</b>				

2/3/2022		FRANKLIN STREET				
SCHEDULE B						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	950	\$9.00	\$8,550.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	190	\$45.00	\$8,550.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	366	\$85.00	\$31,110.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	105	\$100.00	\$10,500.00
	ADMIN: 14 + # ADMIN ITEMS:	<b>DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$58,710.00</b>
<b>DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EACH	1	\$800.00	\$800.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FH ASSEMBLY	EACH	6	\$1,600.00	\$9,600.00
DW-4	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EACH	15	\$800.00	\$12,000.00
DW-5	619-NWSWSD-000001606T	16 INCH X 6 INCH TEE W/TB	EACH	8	\$2,500.00	\$20,000.00
DW-6	619-NWSWSD-000001608T	16 INCH X 8 INCH TEE W/ TB	EACH	7	\$3,100.00	\$21,700.00
DW-7	619-NWSWSD-0000016B	16 INCH BENDS, ALL ANGLES W/ TB	EACH	4	\$2,750.00	\$11,000.00
DW-8	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EACH	10	\$3,200.00	\$32,000.00
DW-9	619-NWSWSD-0000134	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EACH	5	\$2,200.00	\$11,000.00
DW-10	619-NWSWSD-000063/4	3/4 INCH TAP RECONNECTION	EACH	5	\$2,000.00	\$10,000.00
DW-11	619-NWSWSD-40060	3/4 INCH COPPER SERVICE PIPE	LF	170	\$30.00	\$5,100.00
DW-12	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	67	\$300.00	\$20,100.00
DW-13	619-NWSWSD-51280	16 INCH C900 DR18 PVC PIPE	LF	2,134	\$450.00	\$960,300.00
DW-14	619-NWSWSD-75048	6 INCH GV AND BOX	EACH	2	\$2,000.00	\$4,000.00
DW-15	619-NWSWSD-75064	8 INCH GV AND BOX	EACH	8	\$2,100.00	\$16,800.00
DW-16	619-NWSWSD-76128	16 INCH BUTTERFLY VALVE AND BOX	EACH	15	\$27,500.00	\$412,500.00
DW-17	619-NWSWSD-77206	6 INCH RESTRAINED COUPLING ADAPTER	EACH	1	\$2,000.00	\$2,000.00
DW-18	619-NWSWSD-77208	8 INCH RESTRAINED COUPLING ADAPTER	EACH	6	\$2,000.00	\$12,000.00
DW-19	619-NWSWSD-78048	FH ASSEMBLY	EACH	6	\$8,500.00	\$51,000.00
DW-20	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT	F A	1	\$200,000.00	\$200,000.00
DW-21						
<b>DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>						<b>\$1,813,600.00</b>
<b>DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL</b>						<b>\$1,872,310.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE C</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE C QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE C AMOUNTS</b>
		<b>DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL</b>				

		2/3/2022	FRANKLIN STREET			
		SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	723	\$9.00	\$6,507.00
CTY-3	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	218	\$15.00	\$3,270.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	145	\$45.00	\$6,525.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	279	\$85.00	\$23,715.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	104	\$100.00	\$10,400.00
	ADMIN: 14 + # ADMIN ITEMS:	<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$50,417.00</b>
<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	2,153	\$38.00	\$81,814.00
MW-2	619-METRO-00010	WATER LINE (SPECIAL)	LS	1	\$25,000.00	\$25,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	2,153	\$200.00	\$430,600.00
MW-4	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	FA	1	\$60,000.00	\$60,000.00
		<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>				<b>\$597,414.00</b>
		<b>METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL</b>				<b>\$647,831.00</b>



	2/3/2022	FRANKLIN STREET				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL				

		2/3/2022	FRANKLIN STREET					
			SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION			UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
		<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)			L S		\$15,000.00	\$15,000.00
CTY-4	203-01597	POTHOLING			HOUR		\$350.00	\$28,000.00
CTY-5	208-00200	EROSION CONTROL MANAGEMENT			L S		\$40,000.00	\$40,000.00
CTY-9	603-00016	TRAFFIC CONTROL (SPECIAL)			L S		\$50,000.00	\$50,000.00
CTY-10	625-00000	CONSTRUCTION SURVEYING			L S		\$20,000.00	\$20,000.00
CTY-11	700-70016	F/A FUEL COST ADJUSTMENT			FA		\$10,000.00	\$10,000.00
CTY-12	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT			FA		\$10,000.00	\$10,000.00
CTY-13	700-70037	F/A CONTAMINATED SOIL			FA		\$20,000.00	\$20,000.00
CTY-14	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT			FA		\$10,000.00	\$10,000.00
ADMIN: 14 + # ADMIN ITEMS:		<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>						<b>\$203,000.00</b>
		<b>FRANKLIN STREET SCHEDULE F TOTAL</b>						<b>\$203,000.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE G</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>		<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
		<b>COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION IN FRANKLIN STREET, SOUTH OF E 58TH AVENUE. (SEE DREXEL BARRELL'S MAY 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	LS	1	\$28,000.00	\$28,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S May 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		<b>SCHEDULE G TOTAL</b>				<b>\$46,800.00</b>







# 20220203 z AdCo Metro IGA with A C D Schs

Final Audit Report

2022-02-09

Created:	2022-02-03
By:	Brittany Peshek (bpeshek@mwr.dst.co.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGY1CIG0a2E3UynoGKCZ4cg0feYE5kNii

## "20220203 z AdCo Metro IGA with A C D Schs" History

-  Document created by Brittany Peshek (bpeshek@mwr.dst.co.us)  
2022-02-03 - 9:13:31 PM GMT- IP address: 98.43.38.79
-  Document emailed to Emily Jackson (ejackson@metrowaterrecovery.com) for signature  
2022-02-03 - 9:15:34 PM GMT
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-  Document e-signed by Emily Jackson (ejackson@metrowaterrecovery.com)  
Signature Date: 2022-02-07 - 12:33:23 PM GMT - Time Source: server- IP address: 174.29.120.126
-  Document emailed to William Conway (mconway@metrowaterrecovery.com) for signature  
2022-02-07 - 12:33:26 PM GMT
-  Email viewed by William Conway (mconway@metrowaterrecovery.com)  
2022-02-08 - 4:42:54 AM GMT- IP address: 104.28.50.114
-  Document e-signed by William Conway (mconway@metrowaterrecovery.com)  
Signature Date: 2022-02-09 - 1:26:22 AM GMT - Time Source: server- IP address: 71.196.146.233
-  Agreement completed.  
2022-02-09 - 1:26:22 AM GMT

**EXHIBIT C**

(Placeholder for Intergovernmental Agreement with District)

(Not used for this agreement with District)

**EXHIBIT D**

(Place holder for Agreement with Xcel Energy)

## 58<sup>th</sup> AVENUE SCHEDULES

58TH AVENUE SCHEDULES SUMMARY		3/4/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL	\$9,577,189.75	\$13,177,484.75	72.678435%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$316,249.00	\$13,177,484.75	2.399919%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL	\$357,078.00	\$13,177,484.75	2.709758%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$199,778.00	\$13,177,484.75	1.516056%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$0.00	\$13,177,484.75	0.000000%
58TH AVENUE SCHEDULE A TOTAL	\$10,450,294.75		79.304168%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
58TH AVENUE SCHEDULE A TOTAL	\$10,450,294.75	\$13,177,484.75	79.3041688%
58TH AVENUE SCHEDULE B TOTAL	\$1,054,326.00	\$13,177,484.75	8.0009654%
58TH AVENUE SCHEDULE C TOTAL	\$1,136,975.00	\$13,177,484.75	8.6281640%
58TH AVENUE SCHEDULE D TOTAL	\$535,889.00	\$13,177,484.75	4.0667017%
58TH AVENUE SCHEDULE E TOTAL	\$0.00	\$13,177,484.75	0.0000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C +SCHEDULE D+ SCHEDULE E	\$13,177,484.75		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,308,459.00	79.3041688%	\$1,830,704.22
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,308,459.00	8.0009654%	\$184,699.01
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,308,459.00	8.6281640%	\$199,177.63
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,308,459.00	4.0667017%	\$93,878.14
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$2,308,459.00	0.0000000%	\$0.00
TOTAL SCHEDULE F		100.000000%	\$2,308,459.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$10,450,294.75	\$1,830,704.22	\$12,280,998.97
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,054,326.00	\$184,699.01	\$1,239,025.01
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$1,136,975.00	\$199,177.63	\$1,336,152.63
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$535,889.00	\$93,878.14	\$629,767.14
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT IMPROVEMENTS COST</b>	<b>\$13,177,484.75</b>	<b>\$2,308,459.00</b>	<b>\$15,485,943.75</b>



58TH AVENUE SCHEDULES SUMMARY	3/4/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,239,025.01
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$1,336,152.63
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS	-\$60,000.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$2,515,177.63</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$629,767.14
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$672,567.14</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES	\$20,700.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$20,700.00</b>
TOTAL PROJECT IMPROVEMENTS COST	\$15,485,943.75
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS	\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES	\$20,700.00
<b>ESTIMATED TOTAL BUDGET FOR PROJECT</b>	<b>\$15,609,443.75</b>
ESTIMATED TOTAL BUDGET FOR PROJECT	\$15,609,443.75
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT	-\$2,515,177.63
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT	-\$672,567.14
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT	-\$20,700.00
<b>ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT</b>	<b>\$12,400,998.97</b>

000-44624		58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-2	201-00000	CLEARING AND GRUBBING	L S	1	\$60,000.00	\$60,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$750.00	\$4,500.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$425.00	\$55,250.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$750.00	\$3,750.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$1,500.00	\$6,000.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,500.00	\$16,500.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$40.00	\$3,800.00
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,670	\$35.00	\$128,450.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$200.00	\$2,400.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$50.00	\$8,200.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$30.00	\$9,600.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$15.00	\$1,980.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$15.00	\$20,250.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$20.00	\$40,620.00
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	25,331	\$9.00	\$227,979.00
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$2.00	\$1,188.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L S	1	\$150,000.00	\$150,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$150.00	\$600.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$1,250.00	\$13,750.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$5,000.00	\$5,000.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$1,500.00	\$6,000.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	1,990	\$5.00	\$9,950.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$250.00	\$1,000.00
CTY-26	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$30.00	\$300,000.00
CTY-27	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$30.00	\$150,000.00
CTY-28	203-00100	MUCK EXCAVATION	CY	1,000	\$50.00	\$50,000.00
CTY-29	203-00450	ROCK REMOVAL	EACH	32	\$125.00	\$4,000.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$30.00	\$80,640.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	100	\$250.00	\$25,000.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$80.00	\$116,880.00
CTY-34	206-01750	SHORING	L S	1	\$50,000.00	\$50,000.00
CTY-35	207-00205	TOPSOIL	CY	2,139	\$25.00	\$53,475.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$350.00	\$1,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$150.00	\$4,800.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$1,750.00	\$5,250.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$250.00	\$4,000.00
CTY-51	210-01000	RESET FENCE	LF	2,011	\$25.00	\$50,275.00
CTY-52	210-01010	RESET GATE POST	EACH	3	\$500.00	\$1,500.00
CTY-53	210-01011	RESET GATE	EACH	5	\$1,000.00	\$5,000.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$50.00	\$2,550.00
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$2.00	\$4,000.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L S	1	\$10,000.00	\$10,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$3.00	\$14,355.00
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L S	1	\$25,000.00	\$25,000.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$750.00	\$37,500.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,877	\$45.00	\$354,465.00
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$45.00	\$4,725.00
CTY-69	306-01000	RECONDITIONING	SY	24,720	\$4.00	\$98,880.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	755	\$150.00	\$113,250.00
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	687	\$85.00	\$58,395.00

ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
	000-44624	58TH AVENUE SCHEDULE A				
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	13,025	\$85.00	\$1,107,125.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3,721	\$100.00	\$372,100.00
CTY-74	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$90.00	\$30,780.00
CTY-75	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$100.00	\$204,300.00
CTY-76	503-00018	DRILLED SHAFT (18 INCH)	LF	4	\$400.00	\$1,600.00
CTY-77	503-00042	DRILLED SHAFT (42 INCH)	LF	48	\$700.00	\$33,600.00
CTY-78	504-06400	SOIL NAIL WALL	SF	4,298	\$85.00	\$365,330.00
CTY-79	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$130.00	\$20,930.00
CTY-80	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$150.00	\$92,850.00
CTY-81	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$200.00	\$28,600.00
CTY-82	516-00000	DAMPPROOFING (ASPHALT)	SY	1,438	\$50.00	\$71,900.00
CTY-83	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$1,000.00	\$673,000.00
CTY-84	601-40000	MASONRY VENEER	SF	3,663	\$40.00	\$146,520.00
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	4,004	\$15.00	\$60,060.00
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$15.00	\$23,520.00
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.75	\$156,255.75
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,999	\$130.00	\$259,870.00
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,060	\$160.00	\$169,600.00
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$180.00	\$25,560.00
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,866	\$320.00	\$597,120.00
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	63	\$650.00	\$40,950.00
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$200.00	\$50,000.00
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$230.00	\$8,970.00
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$350.00	\$59,500.00
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$1,600.00	\$4,800.00
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$2,000.00	\$4,000.00
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,000.00	\$3,000.00
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,500.00	\$7,000.00
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$85.00	\$5,355.00
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$450.00	\$54,450.00
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,000.00	\$5,000.00
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$20,000.00	\$20,000.00
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,000.00	\$18,000.00
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$25,000.00	\$25,000.00
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,000.00	\$48,000.00
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$8,500.00	\$25,500.00
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$12,500.00	\$25,000.00
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$18,000.00	\$36,000.00
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$12,000.00	\$12,000.00
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,000.00	\$253,000.00
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$50.00	\$36,700.00
CTY-117	606-00710	GUARDRAIL TYPE 7 (STYLE CA)	LF	30	\$400.00	\$12,000.00
CTY-118	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$70.00	\$279,370.00
CTY-119	608-00010	CONCRETE CURB RAMP	SY	258	\$175.00	\$45,150.00
CTY-120	608-00015	DETECTABLE WARNINGS	SF	215	\$90.00	\$19,350.00
CTY-121	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$40.00	\$12,240.00
CTY-122	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$30.00	\$15,870.00
CTY-123	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,165	\$30.00	\$244,950.00

	000-44624	<b>58TH AVENUE</b>				
		<b>SCHEDULE A</b>				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-124	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$40.00	\$520.00
CTY-125	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$65.00	\$30,875.00
CTY-126	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$15.00	\$15,060.00
CTY-127	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$3.00	\$131,271.00
CTY-128	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$75.00	\$450.00
CTY-129	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$25.00	\$10,425.00
CTY-130	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$27.00	\$22,491.00
CTY-131	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,300.00	\$6,500.00
CTY-132	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,800.00	\$1,800.00
CTY-133	613-10000	WIRING	L S	1	\$20,000.00	\$20,000.00
CTY-134	613-13000	LUMINAIRE (LED) (SPECIAL)	EACH	6	\$1,600.00	\$9,600.00
CTY-135	614-00011	SIGN PANEL (CLASS I)	SF	148	\$25.00	\$3,700.00
CTY-136	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$2,000.00	\$8,000.00
CTY-137	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$25.00	\$5,225.00
CTY-138	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$725.00	\$5,800.00
CTY-139	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$1,100.00	\$14,300.00
CTY-140	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$1,400.00	\$5,600.00
CTY-141	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$25,000.00	\$25,000.00
CTY-142	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,300.00	\$1,300.00
CTY-143	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$350.00	\$2,800.00
CTY-144	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$3,500.00	\$14,000.00
CTY-145	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$9,000.00	\$36,000.00
CTY-146	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$17,000.00	\$17,000.00
CTY-147	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$18,000.00	\$18,000.00
CTY-148	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$20,000.00	\$40,000.00
CTY-149	616-30018	18 INCH TRASH GUARD	EACH	1	\$1,300.00	\$1,300.00
CTY-150	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,200.00	\$2,200.00
CTY-151	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$1,200.00	\$1,200.00
CTY-152	621-00450	DETOUR PAVEMENT	SY	5,400	\$75.00	\$405,000.00
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$250.00	\$3,000.00
CTY-160	627-00001	PAVEMENT MARKING PAINT	GAL	70	\$175.00	\$12,250.00
CTY-161	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$250.00	\$17,500.00
CTY-162	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00
CTY-179	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH	4	\$7,500.00	\$30,000.00
CTY-182	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A	1	\$130,000.00	\$130,000.00
CTY-183	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00
CTY-185	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A	1	\$25,000.00	\$25,000.00
CTY-186	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00
	186 + 44	<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$9,577,189.75</b>

000-44624		58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$1,000.00	\$1,000.00
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	2	\$1,000.00	\$2,000.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	431	\$34.00	\$14,654.00
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	13	\$75.00	\$975.00
DW-14	619-NWSWSD-000012B	12 INCH BEND, ALL ANGLES	EA	7	\$1,700.00	\$11,900.00
DW-20	619-NWSWSD-0000100.75	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	23	\$2,200.00	\$50,600.00
DW-21	619-NWSWSD-0000102.00	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$4,000.00	\$4,000.00
DW-23	619-NWSWSD-0000700.75	3/4 INCH TAP RECONNECTION	EA	23	\$2,000.00	\$46,000.00
DW-24	619-NWSWSD-0000702.00	2 INCH TAP RECONNECTION	EA	1	\$2,000.00	\$2,000.00
DW-26	619-NWSWSD-40120	3/4 INCH COPPER SERVICE PIPE	LF	1,297	\$30.00	\$38,910.00
DW-27	619-NWSWSD-40160	2 INCH COPPER SERVICE PIPE	LF	67	\$80.00	\$5,360.00
DW-29	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	830	\$125.00	\$103,750.00
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	3	\$3,200.00	\$9,600.00
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	3	\$8,500.00	\$25,500.00
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						<b>\$316,249.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	1,331	\$34.00	\$45,254.00
DS-4	211-NWSWSD-000311	4-INCH SEWER SERVICE TAP AND RECONNECTION	EACH	15	\$2,000.00	\$30,000.00
DS-5	601-NWSWSD-40100C	CONCRETE PIPE CRADLE	EACH	2	\$500.00	\$1,000.00
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,256	\$140.00	\$175,840.00
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	8	\$9,823.00	\$78,584.00
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L S		\$80,000.00	\$26,400.00
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						<b>\$357,078.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$38.00	\$16,378.00
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$7,500.00	\$15,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$200.00	\$168,400.00
<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						<b>\$199,778.00</b>
<b>58TH AVENUE SCHEDULE A TOTAL</b>						<b>\$10,450,294.75</b>

3/4/2022		58TH AVENUE				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	3,390	\$9.00	\$30,510.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$45.00	\$270.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	746	\$150.00	\$111,900.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$85.00	\$1,020.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$100.00	\$300.00
	186 + 44	<b>DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$144,000.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-000301	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	2	\$800.00	\$1,600.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	6	\$1,000.00	\$6,000.00
DW-3	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EA	7	\$1,000.00	\$7,000.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,324	\$34.00	\$79,016.00
DW-5	601-NWSWSD-40100TB	THRUST BLOCK	EA	52	\$75.00	\$3,900.00
DW-6	619-NWSWSD-000006B	6 INCH BEND, ALL ANGLES	EA	3	\$1,700.00	\$5,100.00
DW-7	619-NWSWSD-000006S	6 INCH TRANSITION SLEEVE COUPLING	EA	1	\$2,000.00	\$2,000.00
DW-8	619-NWSWSD-000008B	8 INCH BEND, ALL ANGLES	EA	3	\$1,700.00	\$5,100.00
DW-9	619-NWSWSD-000008S	8 INCH TRANSITION SLEEVE COUPLING	EA	3	\$2,000.00	\$6,000.00
DW-10	619-NWSWSD-00001206ST	12 INCH X 6 INCH SWIVEL TEE	EA	1	\$2,000.00	\$2,000.00
DW-11	619-NWSWSD-00001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,500.00	\$1,500.00
DW-12	619-NWSWSD-00001208T	12 INCH X 8 INCH TEE	EA	2	\$2,000.00	\$4,000.00
DW-13	619-NWSWSD-00001212T	12 INCH X 12 INCH TEE	EA	2	\$2,000.00	\$4,000.00
DW-14	619-NWSWSD-000012B	12 INCH BEND, ALL ANGLES	EA	18	\$1,700.00	\$30,600.00
DW-15	619-NWSWSD-000012P	12 INCH PLUG	EA	1	\$1,500.00	\$1,500.00
DW-16	619-NWSWSD-000012S	12 INCH TRANSITION SLEEVE COUPLING	EA	11	\$2,000.00	\$22,000.00
DW-17	619-NWSWSD-00001612CR	16 INCH X 12 INCH CROSS	EA	1	\$3,000.00	\$3,000.00
DW-18	619-NWSWSD-00001612R	16 INCH X 12 INCH REDUCER RESTRAINED	EA	4	\$2,000.00	\$8,000.00
DW-19	619-NWSWSD-000016B	16 INCH BEND, ALL ANGLES	EA	6	\$2,750.00	\$16,500.00
DW-22	619-NWSWSD-00007	CONNECT TO EXISTING PIPELINE	EA	23	\$3,200.00	\$73,600.00
DW-25	619-NWSWSD-06060052	6 INCH CLASS 52 DIP	LF	68	\$95.00	\$6,460.00
DW-28	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$100.00	\$13,200.00
DW-29	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,650	\$125.00	\$331,250.00
DW-30	619-NWSWSD-51247	16 INCH C900 DR18 PVC PIPE	LF	304	\$150.00	\$45,600.00
DW-31	619-NWSWSD-75048	6 INCH GATE VALVE AND BOX	EA	2	\$2,000.00	\$4,000.00
DW-32	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	4	\$2,100.00	\$8,400.00
DW-33	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$3,200.00	\$48,000.00
DW-34	619-NWSWSD-77208	8 INCH HIGH DEFLECTION COUPLING	EA	1	\$2,000.00	\$2,000.00
DW-35	619-NWSWSD-77212	12 INCH HIGH DEFLECTION COUPLING	EA	3	\$2,000.00	\$6,000.00
DW-36	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	8	\$8,500.00	\$68,000.00
DW-37	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH WATER	FA	1	\$95,000.00	\$95,000.00
		<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$910,326.00</b>

3/4/2022		58TH AVENUE				
SCHEDULE B						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
<b>DISTRICT WATER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>DISTRICT WATER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						<b>\$0.00</b>
<b>58TH AVENUE SCHEDULE B TOTAL</b>						<b>\$1,054,326.00</b>

3/4/2022		58TH AVENUE				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	2,515	\$9.00	\$22,635.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$45.00	\$2,025.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	553	\$150.00	\$82,950.00
	186 + 44	<b>DISTRICT SEWER RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$107,610.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
DS-1	202-NWSWSD-00021S	GRINDER PUMP/SERVICE LIFT STATION REMOVAL	EACH	2	\$5,000.00	\$10,000.00
DS-2	202-NWSWSD-00022	REMOVAL OF EXISTING SEWER MANHOLES	EACH	14	\$1,500.00	\$21,000.00
DS-3	202-NWSWSD-00035	PIPE REMOVAL	LF	2,408	\$34.00	\$81,872.00
DS-6	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	196	\$140.00	\$27,440.00
DS-7	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,387	\$200.00	\$477,400.00
DS-8	604-NWSWSD-30410	4 FOOT DIAMETER MANHOLE, COMPLETE IN PLACE	EA	11	\$9,823.00	\$108,053.00
DS-9	623-NWSWSD-099601	BYPASS PUMPING	L S	1	\$80,000.00	\$53,600.00
DS-10	700-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - DISTRICT 58TH SEWER	FA	1	\$250,000.00	\$250,000.00
<b>DISTRICT SEWER RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						
						<b>\$1,029,365.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
<b>DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>DISTRICT SEWER RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
<b>58TH AVENUE SCHEDULE C TOTAL</b>						<b>\$1,136,975.00</b>



3/4/2022		58TH AVENUE				
SCHEDULE D						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	698	\$9.00	\$6,282.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	17	\$45.00	\$765.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	136	\$150.00	\$20,400.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	32	\$85.00	\$2,720.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	10	\$100.00	\$1,000.00
	186 + 44	<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$31,167.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$38.00	\$68,970.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$200.00	\$358,000.00
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$4,000.00	\$12,000.00
MW-5	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO 58TH WATER	F A	1	\$65,752.00	\$65,752.00
		<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$504,722.00</b>
<b>58TH AVENUE SCHEDULE D TOTAL</b>						<b>\$535,889.00</b>

3/4/2022		58TH AVENUE				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL				\$0.00
		58TH AVENUE SCHEDULE E TOTAL				

3/4/2022		58TH AVENUE				
		SCHEDULE F				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$40,000.00	\$40,000.00
CTY-30	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$8.00	\$8,760.00
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00
CTY-38	208-00035	AGGREGATE BAG	LF		\$10.00	\$1,900.00
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$2,000.00	\$4,000.00
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$15.00	\$2,850.00
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$250.00	\$1,000.00
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$250.00	\$3,000.00
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$3,000.00	\$30,000.00
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$70.00	\$7,000.00
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$150.00	\$60,000.00
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$20,000.00	\$20,000.00
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$1,500.00	\$6,000.00
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$3,500.00	\$14,000.00
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$1,500.00	\$6,000.00
CTY-61	213-00061	MULCH TACKIFIER	LB		\$9.00	\$3,582.00
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY		\$4.00	\$116.00
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$125.00	\$5,000.00
CTY-154	622-00720	PUMP STATION	L S		\$50,000.00	\$50,000.00
CTY-155	625-00000	CONSTRUCTION SURVEYING	L S		\$130,000.00	\$130,000.00
CTY-156	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$200.00	\$16,000.00
CTY-157	626-00000	MOBILIZATION	L S		\$450,000.00	\$450,000.00
CTY-158	6260-10001	PUBLIC INFORMATION SERVICES	L S		\$32,500.00	\$32,500.00
CTY-159	6260-10002	PUBLIC INFORMATION SERVICE (ADDRESS)	EACH		\$10.00	\$5,000.00
CTY-163	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF		\$15.00	\$20,025.00
CTY-164	630-00000	FLAGGING	HOURL		\$33.00	\$33,000.00
CTY-165	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$140.00	\$1,120.00
CTY-166	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$250.00	\$10,000.00
CTY-167	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00
CTY-168	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$800.00	\$3,200.00
CTY-169	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$200.00	\$2,000.00
CTY-170	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$75.00	\$1,200.00
CTY-171	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$90.00	\$2,610.00
CTY-172	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$500.00	\$2,500.00
CTY-173	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00
CTY-174	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$2,000.00	\$8,000.00
CTY-175	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$50.00	\$5,000.00
CTY-176	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$60.00	\$1,500.00
CTY-177	630-80370	BARRIER (TEMPORARY)	LF		\$45.00	\$45,000.00
CTY-178	630-80380	TRAFFIC CONE	EACH		\$12.00	\$3,600.00
CTY-180	700-70010	F/A MINOR CONTRACT REVISIONS - COUNTY 58TH	F A		\$950,000.00	\$950,000.00
CTY-181	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$90,000.00	\$90,000.00
CTY-184	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A		\$15,000.00	\$15,000.00
	186 + 44	<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$2,308,459.00</b>
<b>58TH AVENUE SCHEDULE F TOTAL</b>						<b>\$2,308,459.00</b>

	3/4/2022	58TH AVENUE				
		SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE G TOTAL</b>				<b>\$42,800.00</b>

	3/4/2022	58TH AVENUE				
		SCHEDULE H				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	300	\$1.00	\$300.00
		<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE H TOTAL</b>				<b>\$20,700.00</b>

	3/4/2022	58TH AVENUE				
		SCHEDULE I				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I</b>				
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)	EA	2	\$30,000.00	\$60,000.00
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE I TOTAL</b>				<b>\$60,000.00</b>

## FRANKLIN STREET SCHEDULES

FRANKLIN STREET SCHEDULES SUMMARY		3/4/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL	\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL	\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$1,649,002.00	0.000000%
COUNTY RESPONSIBILITY XCEL FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$1,649,002.00	0.000000%
FRANKLIN STREET SCHEDULE A TOTAL	\$0.00		0.000000%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
FRANKLIN STREET SCHEDULE A TOTAL	\$0.00	\$1,649,002.00	0.000000%
FRANKLIN STREET SCHEDULE B TOTAL	\$1,001,171.00	\$1,649,002.00	60.7137529%
FRANKLIN STREET SCHEDULE C TOTAL	\$0.00	\$1,649,002.00	0.000000%
FRANKLIN STREET SCHEDULE D TOTAL	\$647,831.00	\$1,649,002.00	39.2862471%
FRANKLIN STREET SCHEDULE E TOTAL	\$0.00	\$1,649,002.00	0.000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C +SCHEDULE D+ SCHEDULE E	\$1,649,002.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$233,000.00	0.000000%	\$0.00
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$233,000.00	60.7137529%	\$141,463.04
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$233,000.00	0.000000%	\$0.00
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$233,000.00	39.2862471%	\$91,536.96
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$233,000.00	0.000000%	\$0.00
TOTAL SCHEDULE F		100.000000%	\$233,000.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,001,171.00	\$141,463.04	\$1,142,634.04
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$647,831.00	\$91,536.96	\$739,367.96
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
<b>TOTAL PROJECT IMPROVEMENTS COST</b>	<b>\$1,649,002.00</b>	<b>\$233,000.00</b>	<b>\$1,882,002.00</b>



FRANKLIN STREET SCHEDULES SUMMARY	3/4/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,142,634.04
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$1,142,634.04</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$739,367.96
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$782,167.96</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$0.00</b>
TOTAL PROJECT IMPROVEMENTS COST	\$1,882,002.00
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$42,800.00
0	\$0.00
<b>ESTIMATED TOTAL BUDGET FOR PROJECT</b>	<b>\$1,924,802.00</b>
ESTIMATED TOTAL BUDGET FOR PROJECT	\$1,924,802.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT	-\$1,142,634.04
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT	-\$782,167.96
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT	\$0.00
<b>ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT</b>	<b>\$0.00</b>

	000-44624	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE A</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE A QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE A AMOUNTS</b>
		<b>COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>				
		<b>FRANKLIN STREET SCHEDULE A TOTAL</b>				<b>\$0.00</b>

3/4/2022		FRANKLIN STREET				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		<b>DISTRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>				
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	1,958	\$9.00	\$17,622.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	391	\$45.00	\$17,595.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	754	\$85.00	\$64,090.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	215	\$100.00	\$21,500.00
14 + 9		<b>TRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$120,807.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		<b>DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS</b>				
DW-1	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EACH	5	\$1,000.00	\$5,000.00
DW-2	202-NWSWSD-00032	REMOVE EXISTING GATE VALVE	EACH	5	\$1,000.00	\$5,000.00
DW-3	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,284	\$34.00	\$77,656.00
DW-4	601-NWSWSD-40100TB	THRUST BLOCK	EACH	26	\$75.00	\$1,950.00
DW-5	619-NWSWSD-0000004S	4 INCH TRANSITION SLEEVE COUPLING	EACH	1	\$2,000.00	\$2,000.00
DW-6	619-NWSWSD-0000006B	6 INCH BEND, ALL ANGLES	EACH	2	\$1,700.00	\$3,400.00
DW-7	619-NWSWSD-0000006S	6 INCH TRANSITION SLEEVE COUPLING	EACH	5	\$2,000.00	\$10,000.00
DW-8	619-NWSWSD-0000008B	8 INCH BEND, ALL ANGLES	EACH	2	\$1,700.00	\$3,400.00
DW-9	619-NWSWSD-0000008S	8 INCH TRANSITION SLEEVE COUPLING	EACH	5	\$2,000.00	\$10,000.00
DW-10	619-NWSWSD-000001604ST	16 INCH X 4 INCH SWIVEL TEE	EACH	1	\$2,300.00	\$2,300.00
DW-11	619-NWSWSD-000001606ST	16 INCH X 6 INCH SWIVEL TEE	EACH	5	\$2,500.00	\$12,500.00
DW-12	619-NWSWSD-000001608R	16 INCH X 8 INCH REDUCER RESTRAINED	EACH	1	\$2,000.00	\$2,000.00
DW-13	619-NWSWSD-000001608ST	16 INCH X 8 INCH SWIVEL TEE	EACH	4	\$3,100.00	\$12,400.00
DW-14	619-NWSWSD-000001612R	16 INCH X 12 INCH REDUCER RESTRAINED	EACH	16	\$2,000.00	\$32,000.00
DW-15	619-NWSWSD-000001616T	16 INCH X 16 INCH TEE	EACH	1	\$3,500.00	\$3,500.00
DW-16	619-NWSWSD-0000016B	16 INCH BEND, ALL ANGLES	EACH	1	\$2,750.00	\$2,750.00
DW-17	619-NWSWSD-0000016S	16 INCH TRANSITION SLEEVE COUPLING	EACH	2	\$2,000.00	\$4,000.00
DW-18	619-NWSWSD-00007	CONNECT TO EXISTING PIPELINE	EACH	12	\$3,200.00	\$38,400.00
DW-19	619-NWSWSD-0000700.75	3/4 INCH TAP RECONNECTION	EACH	3	\$2,000.00	\$6,000.00
DW-20	619-NWSWSD-0000701.00	1 INCH TAP RECONNECTION	EACH	3	\$2,000.00	\$6,000.00
DW-21	619-NWSWSD-0000701.25	1-1/4 INCH TAP RECONNECTION	EACH	1	\$2,000.00	\$2,000.00
DW-22	619-NWSWSD-0000701.50	1-1/2 INCH TAP RECONNECTION	EACH	2	\$2,000.00	\$4,000.00
DW-23	619-NWSWSD-06040052	4 INCH CLASS 52 DIP	LF	27	\$90.00	\$2,430.00
DW-24	619-NWSWSD-06060052	6 INCH CLASS 52 DIP	LF	97	\$95.00	\$9,215.00
DW-25	619-NWSWSD-06080052	8 INCH CLASS 52 DIP	LF	91	\$103.00	\$9,373.00
DW-26	619-NWSWSD-40060	3/4 INCH COPPER SERVICE PIPE	LF	104	\$30.00	\$3,120.00
DW-27	619-NWSWSD-40080	1 INCH COPPER SERVICE PIPE	LF	96	\$40.00	\$3,840.00
DW-28	619-NWSWSD-40100	1-1/4 INCH COPPER SERVICE PIPE	LF	6	\$50.00	\$300.00
DW-29	619-NWSWSD-40120	1-1/2 INCH COPPER SERVICE PIPE	LF	63	\$60.00	\$3,780.00
DW-30	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	36	\$100.00	\$3,600.00
DW-31	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	44	\$125.00	\$5,500.00
DW-32	619-NWSWSD-51247	16 INCH C900 DR18 PVC PIPE	LF	1,989	\$150.00	\$298,350.00
DW-33	619-NWSWSD-75032	4 INCH GATE VALVE AND BOX	EACH	2	\$2,000.00	\$4,000.00
DW-34	619-NWSWSD-75048	6 INCH GATE VALVE AND BOX	EACH	6	\$2,000.00	\$12,000.00
DW-35	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EACH	5	\$2,100.00	\$10,500.00
DW-36	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EACH	8	\$3,200.00	\$25,600.00
DW-37	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EACH	5	\$8,500.00	\$42,500.00
DW-38	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT FRANKLIN WATER	FA	1	\$200,000.00	\$200,000.00
		<b>ISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>				<b>\$880,364.00</b>

3/4/2022		FRANKLIN STREET				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS				
		DISTRICT WATER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
		DISTRICT WATER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS				
		DISTRICT WATER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00
		FRANKLIN STREET SCHEDULE B TOTAL				\$1,001,171.00

3/4/2022		FRANKLIN STREET				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT SEWER RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS				
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS				
		DISTRICT SEWER RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		DISTRICT SEWER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS				
		DISTRICT SEWER RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00
		FRANKLIN STREET SCHEDULE C TOTAL				

3/4/2022		FRANKLIN STREET				
SCHEDULE D						
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	723	\$9.00	\$6,507.00
CTY-3	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	218	\$15.00	\$3,270.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	145	\$45.00	\$6,525.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	279	\$85.00	\$23,715.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	104	\$100.00	\$10,400.00
	14 + 9	<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$50,417.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS</b>						
<b>METRO RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL</b>						
						<b>\$0.00</b>
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	2,153	\$38.00	\$81,814.00
MW-2	619-METRO-00010	WATER LINE (SPECIAL)	L S	1	\$25,000.00	\$25,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	2,153	\$200.00	\$430,600.00
MW-4	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO FRANKLIN WATER	F A	1	\$60,000.00	\$60,000.00
		<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>				<b>\$597,414.00</b>
<b>FRANKLIN STREET SCHEDULE D TOTAL</b>						<b>\$647,831.00</b>

3/4/2022		FRANKLIN STREET				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS				
		XCEL RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS				
		XCEL RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL				\$0.00
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		XCEL RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS				
		XCEL RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL				\$0.00
		FRANKLIN STREET SCHEDULE E TOTAL				

3/4/2022		FRANKLIN STREET				
		SCHEDULE F				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	LS		\$15,000.00	\$15,000.00
CTY-4	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00
CTY-5	208-00200	EROSION CONTROL MANAGEMENT	LS		\$40,000.00	\$40,000.00
CTY-9	625-00000	CONSTRUCTION SURVEYING	LS		\$20,000.00	\$20,000.00
CTY-10	630-00016	TRAFFIC CONTROL (SPECIAL) LS	LS		\$50,000.00	\$50,000.00
CTY-11	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$40,000.00	\$40,000.00
CTY-12	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A		\$10,000.00	\$10,000.00
CTY-13	700-70037	F/A CONTAMINATED SOIL	F A		\$20,000.00	\$20,000.00
CTY-14	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A		\$10,000.00	\$10,000.00
<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>						<b>\$233,000.00</b>
<b>FRANKLIN STREET SCHEDULE F TOTAL</b>						<b>\$233,000.00</b>



	3/4/2022	FRANKLIN STREET				
		SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		<b>METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE G</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		<b>METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE G TOTAL</b>				<b>\$42,800.00</b>

EXHIBIT A  
>  
Intergovernmental Agreement with  
Metro Water Recovery District

INTERGOVERNMENTAL AGREEMENT  
BETWEEN ADAMS COUNTY, COLORADO AND  
METRO WATER RECOVERY REGARDING  
EAST 58<sup>TH</sup> AVENUE IMPROVEMENTS FROM  
WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD  
AND FRANKLIN STREET IMPROVEMENTS FROM  
EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this 3<sup>rd</sup> day of February, 2022, by and between Adams County, Colorado, a body politic ("County"), and Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq, each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project (the "District Franklin Street Water Improvements"), (the "Metro Franklin Street Water Improvements"), and (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), as depicted on Exhibit A, and as further set forth herein;

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their

portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Metro Option Period for the 58<sup>th</sup> Avenue Project.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date as an alternate bid item. The invitation for bids for the 58th Avenue Project and the Franklin Street project, if included pursuant to paragraph II.1.a.. will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), Metro shall provide the County with a bid schedule for the Metro 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and Metro. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Metro 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Metro of the 58th Avenue Ad Date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall be provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Metro has allocated a total of seven-hundred thousand dollars (\$700,000) as its contribution for the Metro 58th Avenue Water Improvements ("Metro's Contribution"). If the bids for the Metro 58th Avenue Water Improvements exceed Metro's Contribution, Metro shall have sixty (60) days (or such other period of time mutually agreed upon between Metro and the County), to provide the County with written confirmation whether it will accept the bids. If Metro does not accept the bids for the Metro 58th Avenue Water Improvements, or if the bids otherwise exceed Metro's Contribution, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Metro 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by Metro.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District's water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Metro's estimated costs for 58th Avenue Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro 58th Avenue Water Improvements shall be approved by Metro in writing therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule E. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Metro. Metro agrees to perform, at its own costs the following activities associated with the design, construction, and acceptance of the Metro 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule G, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;

- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$954,937.27.

ii). Metro's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule D. Therefore, Metro's portion of the 58th Avenue Administrative Expenses for the Metro 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule D divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) \$45,545.80.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

## II. Franklin Street Improvements

### 1. Metro Franklin Street Water Improvements.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements as a bid alternate together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". To the extent that the District and Xcel submit bids for the Franklin Street Improvements, the invitation for bids may consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.i., herein). Metro shall provide the County with a bid schedule for the Metro Franklin Street Water Improvements in a format mutually acceptable to the County and Metro. The County shall inform Metro of the date and time of the bid opening so that Metro personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive



bidder. The results of the County's comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Metro's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Metro shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review Metro's alternative. It will be at the County's sole discretion to accept or reject Metro's alternative. Prior to finalizing the construction agreement with the contractor, Metro shall have been provided a copy of the construction agreement for the Project, to which, Metro shall have the authority to review and provide comments.

b. Termination. If Metro does not accept the bids for the Metro Franklin Street Water Improvements, Metro may reject the bids and Metro may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that Metro provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as further defined in Paragraph II.2.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Metro's Expenses. Metro will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule D, plus Metro's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Metro, in its discretion, and upon review of Metro's proposed expenses and schedules for the Franklin Street Administrative Expenses may

reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Metro's estimated costs in Franklin Street Schedule D shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Improvements shall be approved by Metro in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should the District fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Should Xcel fail to execute its agreement with the County, such action shall not materially affect the obligations set forth between Metro and the County in this IGA.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Metro are set forth and included in the bid items and quantities listed in Franklin Street Schedule D. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedule D, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule D, requiring Xcel to assume its portion of the associated costs therein.

h. Metro's cost estimates in Franklin Street Schedule D shall include a line item for MCR. The MCR amounts to be included in Metro's cost estimate in Franklin Street Schedule D shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Metro Franklin Street Water Improvements shall be approved by Metro

in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform at its own costs the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Metro. Metro agrees to perform, at its own costs for the following activities associated with the design, construction and acceptance of the Metro Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Metro upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control

- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$00.00.

ii) Metro's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule D. Therefore, Metro's portion of the Administrative Expenses for the Metro Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule D divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) \$52,183.47

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with

the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

### III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Metro for reimbursement of Project expenditures associated with Metro's portion of the Project. Subject to the provisions of Paragraph III.5., below, Metro will reimburse the County for any work approved by Metro within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Metro based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Metro's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Metro hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be at all times subject to Metro's inspection and approval. The Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Metro. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Except as otherwise set forth herein and subject to Metro's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Metro will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Metro similar to the County as an "Owner" with respect to Metro's design, the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Metro shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Metro shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Metro requests any changes to the construction contract, the County shall duly consider Metro's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list Metro and its employees, officers and consultants as an additional insured

and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Metro.

4. All warranties for the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements will be assigned to Metro upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Metro and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Metro, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Metro and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Metro and County are unable to agree on such a reasonable alternative, Metro may, in its discretion, terminate the IGA and Metro shall complete the remaining portions of the Metro Franklin Street Water Improvements and Metro 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Metro 58th Avenue Water Improvements or the Metro Franklin Street Water Improvements.

6. Metro shall review all material and workmanship associated with the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro shall inspect the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Metro, or its contractors shall document changes in the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements construction plans. The construction contractor shall provide Metro with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Metro 58th Avenue Water Improvements and Metro Franklin Street Water Improvements.

7. Metro agrees to designate a Metro Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Metro, regarding the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Execution of Agreements with the District and Xcel. Upon execution of the District and Xcel agreements, each such agreement shall be attached hereto.

2. Non-Appropriation. The County understands, and Metro agrees, that Metro will

use its best efforts to appropriate funds sufficient to make the payments contemplated herein. However, in the event Metro fails to appropriate sufficient funds to make such payments, Metro may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither Metro nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to Metro:  
Metro's Chief Executive Officer  
Metro Water Recovery  
6450 York Street  
Denver, CO 80229-7499

With Copy to:  
Director of Engineering  
Metro Water Recovery  
6450 York Street  
Denver, CO 80229-7499


[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]



IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq

  
William Conway (Feb 8, 2022 18:26 MST)

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Chief Executive Officer

APPROVED AS TO FORM:

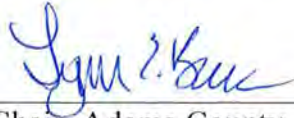
  
Emily Jackson (Feb 7, 2022 05:33 MST)

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Metro Water Recovery, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners



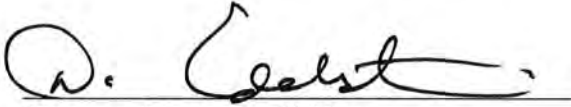
\_\_\_\_\_  
Chair, Adams County  
Board of County Commissioners

ATTEST:



\_\_\_\_\_  
Clerk to the Board

APPROVED AS TO FORM:

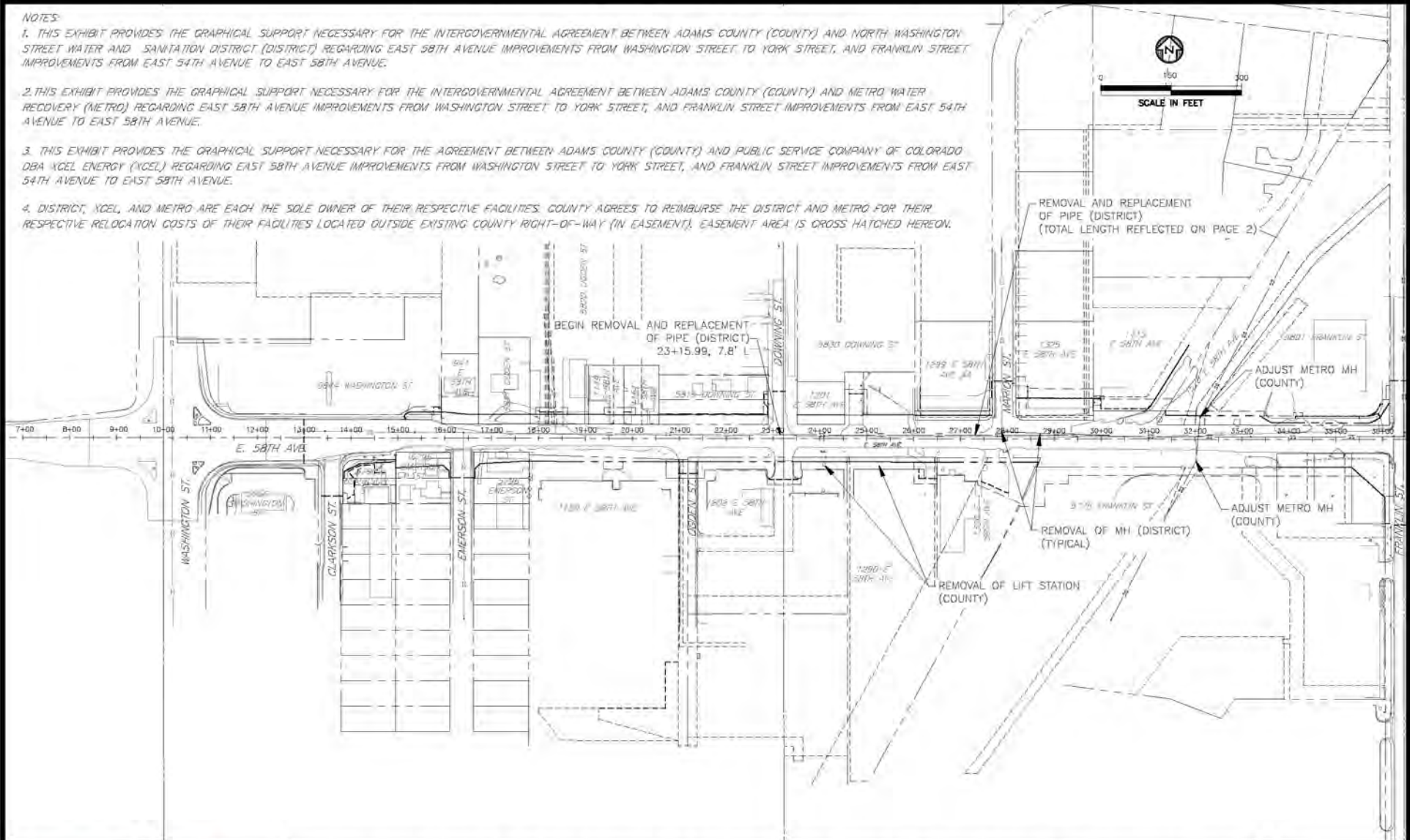


\_\_\_\_\_  
County Attorney's Office

# EXHIBIT A - SHEET 1 OF 4

**NOTES:**

1. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT (DISTRICT) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
2. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND METRO WATER RECOVERY (METRO) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
3. THIS EXHIBIT PROVIDES THE GRAPHICAL SUPPORT NECESSARY FOR THE AGREEMENT BETWEEN ADAMS COUNTY (COUNTY) AND PUBLIC SERVICE COMPANY OF COLORADO DBA XCEL ENERGY (XCEL) REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO YORK STREET, AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE.
4. DISTRICT, XCEL, AND METRO ARE EACH THE SOLE OWNER OF THEIR RESPECTIVE FACILITIES. COUNTY AGREES TO REIMBURSE THE DISTRICT AND METRO FOR THEIR RESPECTIVE RELOCATION COSTS OF THEIR FACILITIES LOCATED OUTSIDE EXISTING COUNTY RIGHT-OF-WAY (IN EASEMENT). EASEMENT AREA IS CROSS HATCHED HEREON.



PREPARED BY:



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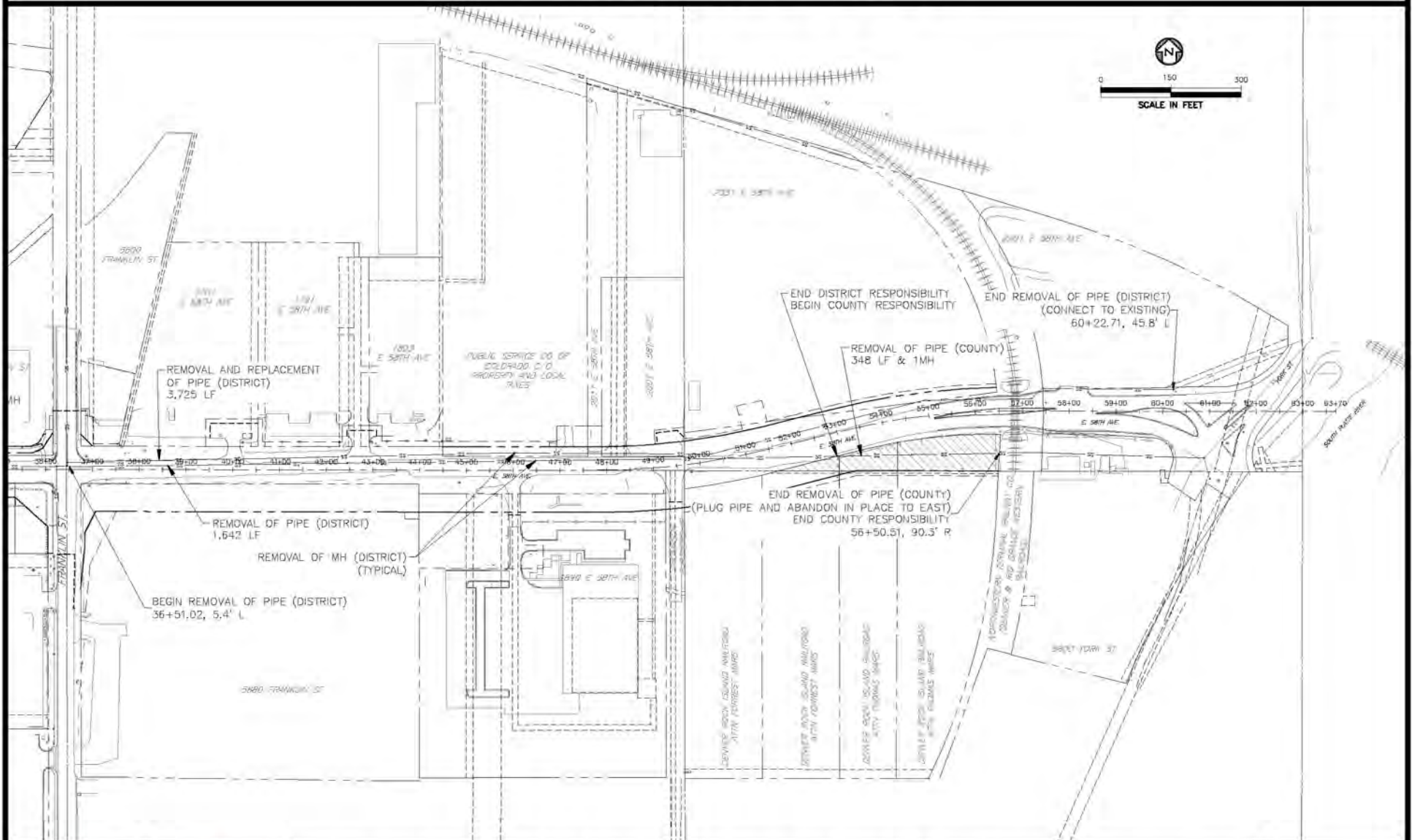


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## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
1 OF 4

# EXHIBIT A - SHEET 2 OF 4



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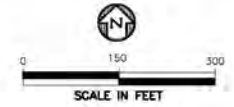
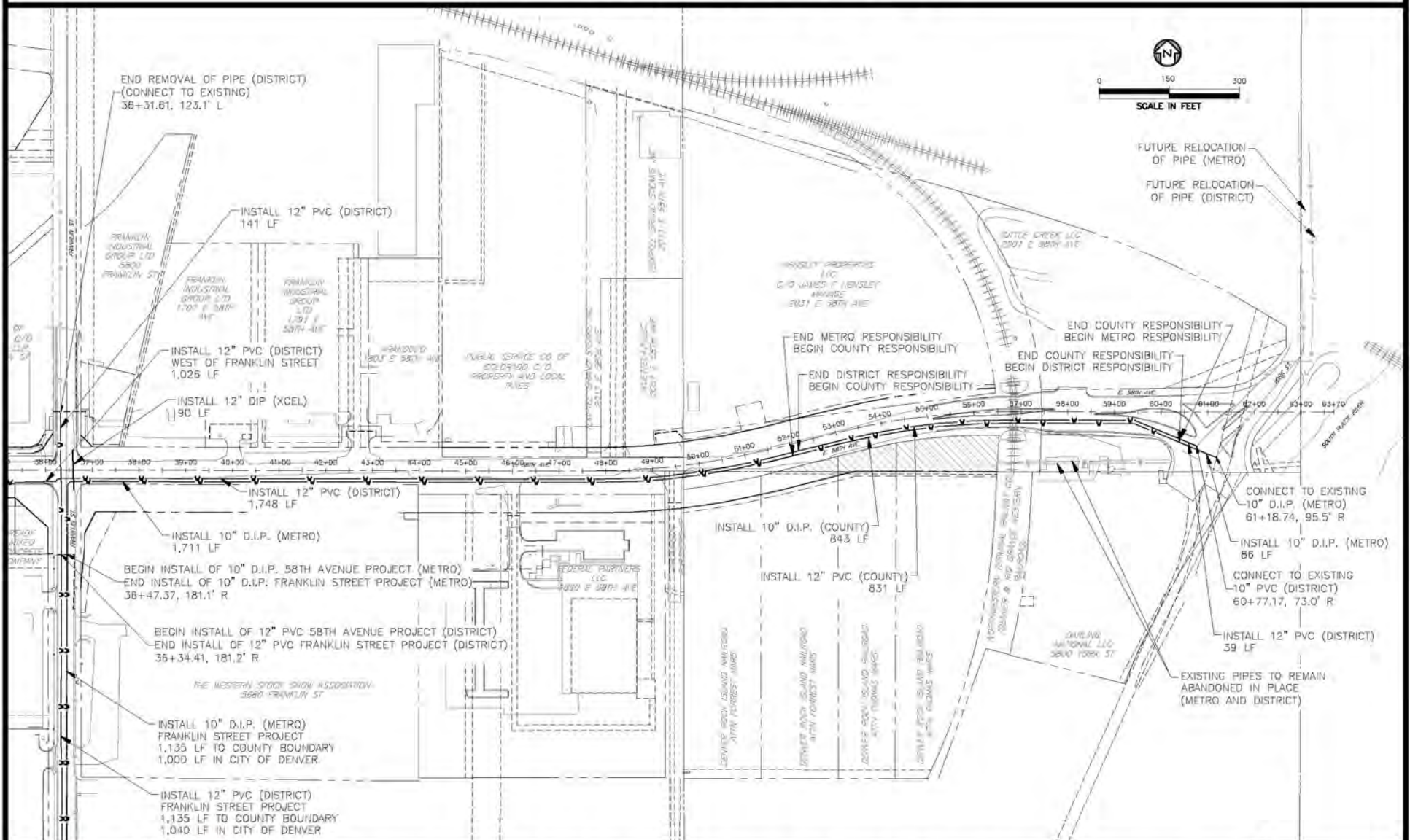
## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET SANITARY RESPONSIBILITY

EXHIBIT A  
 2 OF 4





# EXHIBIT A - SHEET 4 OF 4



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## EAST 58TH AVENUE AND FRANKLIN STREET PROJECTS WASHINGTON STREET TO YORK STREET WATER RESPONSIBILITY

EXHIBIT A  
 4 OF 4

# EXHIBIT C

## (IGA WITH DISTRICT)

### INTERGOVERNMENTAL AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND NORTH WASHINGTON STREET WATER AND SANITATION DISTRICT REGARDING EAST 58TH AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54TH AVENUE TO EAST 58TH AVENUE

This INTERGOVERNMENTAL AGREEMENT (the "IGA") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Adams County, Colorado, a body politic ("County"), and North Washington Street Water and Sanitation District, a Colorado quasi-municipal corporation and agency of the State of Colorado ("District"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and the Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), collectively (the "58th Avenue Project");

WHEREAS, the 58th Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58th Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58th Avenue Sewer Improvements"), together (the "District 58th Avenue Improvements"), Metro's existing water facilities (the "Metro 58th Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58th Avenue Water Improvements"), being the only four entities relevant to this IGA;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which require improvement (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein;



WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County's jurisdiction or in the City and County of Denver's jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the "Project" as set forth in this IGA.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the "58th Avenue Ad Date"). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County's cost responsibility for 58th Avenue ("58th Avenue Schedule A"), District shall provide the County with a bid schedule for the District 58th Avenue Water Improvements (58th Avenue Schedule D") in a format mutually acceptable to the County and District. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the District 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform District of the 58th Avenue Ad Date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to District for consideration. District shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of District's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation, District shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review District's alternative. It will be at the County's sole discretion to accept or reject District's alternative. Prior to finalizing the construction agreement with the contractor, District shall be provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.



2. Termination.

a. The Parties hereby acknowledge that District has allocated a total of xxx-hundred thousand dollars (\$xxx,000) as its contribution for the District 58th Avenue Water Improvements (“District’s Contribution”). If District does not accept the bids for the District 58th Avenue Water Improvements, or if the bids otherwise exceed District’s Contribution, District may reject the bids and District may elect to terminate its obligations with regard to the District 58th Avenue Water Improvements, or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County subject to reimbursement by District. Upon such termination, District shall relocate its facilities, the District 58th Avenue Water Improvements, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3.i., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District’s water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. District’s Expenses. District will pay for the actual costs associated with the District 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedules B and C, plus District 's equitable portions of the actual costs

associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. District's estimated costs for 58th Avenue Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Xcel Expenses. Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule E, plus Xcel's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements. These activities will be conducted by consultants under contract with the District. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;

- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

- i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) xxxxxxx.

ii). District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule B. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule B divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**. Additionally, District's portion of 58th Avenue Schedule F associated with the District 58th Avenue Sewer Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule C. Therefore, District's portion of the 58th Avenue Administrative Expenses for the District 58th Avenue Sewer Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule C divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties also acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

## II. Franklin Street Improvements

### 1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the

Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the “Franklin Street Ad Date”. The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). District shall provide the County with a bid schedule for the District Franklin Street Water Improvements in a format mutually acceptable to the County and District. The County shall inform District of the date and time of the bid opening so that District personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County’s comparison and recommendation will be provided to Metro for consideration. Metro shall have seven (7) calendar days to review and accept, or object to the County’s comparison and recommendation, by providing a written explanation of District’s review, acceptance, or reasons for objection. If objecting to the County’s comparison and recommendation District shall propose an alternative for the County’s reasonable consideration. The County will have up to seven (7) calendar days to review District’s alternative. It will be at the County’s sole discretion to accept or reject District’s alternative. Prior to finalizing the construction agreement with the contractor, District shall have been provided a copy of the construction agreement for the Project, to which, District shall have the authority to review and provide comments.

b. Termination. If District does not accept the bids for the District Franklin Street Water Improvements, or the District Franklin Street Sewer Improvements, District may reject the bids and District may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the IGA entirely, terminating on the latest date that District provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this IGA and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the “Franklin Street Ad Date”). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this IGA, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. District's Expenses. District will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in Franklin Street Schedules B and C, plus District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. District, in its discretion, and upon review of District's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. District's estimated costs in Franklin Street Schedules B and C shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Metro's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Xcel Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel, under separate agreement with the County, will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Paving Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving

Improvements. The surface removal and improvements estimated for District are set forth and included in the bid items and quantities listed in Franklin Street Schedules B and C. The County acknowledges and agrees that its agreement with the Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Xcel includes the same requirements set forth herein and Franklin Street Schedule E, requiring Xcel to assume its portion of the associated costs therein, if applicable.

g. District's cost estimates in Franklin Street Schedules B and C shall include a line item for MCR. The MCR amounts to be included in District's cost estimate in Franklin Street Schedules B and C shall be agreeable to the Parties. All MCR or change orders that affect the construction of the District Franklin Street Water Improvements, and the Franklin Street Sewer Improvements shall be approved by District in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

h. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

i. Activities Performed by District. District agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. These activities will be conducted by consultants under contract with District. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

j. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly
- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

k. The County, the District, Metro and Xcel, if applicable shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

- i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) xxxxxx.
- ii) District's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedules B and C. Therefore, District's portion of the



Administrative Expenses for the District Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule B divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B. The Parties acknowledge that the County's Agreement with Xcel provides that Xcel shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Xcel is attached hereto as Exhibit D.

### III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to District for reimbursement of Project expenditures associated with District's portion of the Project. Subject to the provisions of Paragraph III.5., below, District will reimburse the County for any work approved by District within 30 days of receipt of invoice. County will prepare a final invoice to be paid by District based on the final and actual Project costs, but such cost will not exceed the amount appropriated by District's Board of Directors. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. District hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be at all times subject to District's inspection and approval. The District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall meet or exceed the District's standards and the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by District. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during**

**construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Except as otherwise set forth herein and subject to District's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, District will own the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. Transfer of ownership of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to District.

3. The contract between the County and the construction contractor shall consider District similar to the County as an "Owner" with respect to District's design, the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. In addition to the rights and remedies set forth in this Agreement, District shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. District shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If District requests any changes to the construction contract, the County shall duly consider District's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this IGA. The construction contract for the Project will include a provision that any required insurance list District and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of District.

4. All warranties for the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements will be assigned to District upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements that will begin on the initial date of acceptance of the Project improvements. The warranty shall state that the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements are free from defects in materials, equipment, and workmanship.

5. District and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by District, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, District and the

County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, District and County are unable to agree on such a reasonable alternative, District may, in its discretion, terminate the IGA and District shall complete the remaining portions of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements and shall not be liable to the County for any further costs associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

6. District shall review all material and workmanship associated with the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District shall inspect the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements. District, or its contractors shall document changes to the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements construction plans. The construction contractor shall provide District with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide District with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

7. District agrees to designate a District Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to District, regarding the District 58th Avenue Water Improvements, the District 58th Avenue Sewer Improvements, the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements.

IV. Term. The term of this IGA shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with Metro and Xcel. Execution of this IGA shall be contingent on full execution of the County's Agreement with Metro and Xcel.

2. Non-Appropriation. The County understands, and District agrees, that District will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event District fails to appropriate sufficient funds to make such payments, District may terminate this IGA.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution (“TABOR”) the obligations of the Parties pursuant to the Agreement shall not constitute or be interpreted as a multi-fiscal year obligation or debt

of the Parties, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this IGA, or any representation or warranty to the contrary, neither District nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this IGA shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this IGA and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this IGA.

6. Governing Law and Venue; Recovery of Costs. This IGA shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this IGA, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this IGA shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this IGA on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This IGA contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This IGA may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This IGA can be assigned only with the consent of the other Party. This IGA shall be binding upon, and shall inure to the benefit of, the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this IGA are incorporated herein for all purposes.

14. Effective Date. This IGA shall be effective on the latest date by which both Parties have executed this IGA.

15. Severability. In the event a court of competent jurisdiction holds any provision of this IGA invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this IGA.

16. Written Notices. Under this IGA, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to District:  
District's District Manager  
North Washington Street Water and Sanitation District  
Denver, CO 80229

With Copy to:  
Russ Dykstra  
Spencer Fane, LLP  
1700 Lincoln St., Suite 2000  
Denver, CO 80203

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this IGA to be executed as of the day and year first written above.

North Washington Street Water and  
Sanitation District

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District Manager

APPROVED AS TO FORM:

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North Washington Street Water and Sanitation District  
General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners

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Chair, Adams County  
Board of County Commissioners

ATTEST:

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Clerk to the Board

APPROVED AS TO FORM:

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County Attorney's Office

# EXHIBIT D (IGA WITH XCEL)

## AGREEMENT BETWEEN ADAMS COUNTY, COLORADO AND PUBLIC SERVICE COMPANY OF COLORADO REGARDING EAST 58<sup>th</sup> AVENUE IMPROVEMENTS FROM WASHINGTON STREET TO THE DENVER ROCK ISLAND RAILROAD AND FRANKLIN STREET IMPROVEMENTS FROM EAST 54<sup>TH</sup> AVENUE TO EAST 58<sup>TH</sup> AVENUE

This AGREEMENT (the "Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Adams County, Colorado, a body politic ("County"), and Public Service Company of Colorado, a Colorado corporation, d/b/a Xcel Energy ("Xcel"), each a "Party" and together, collectively hereto referred to as "Parties."

WHEREAS, pursuant to Art. XIV, §18(2)(a) of the Colorado Constitution, 32-4-507(1)(c), C.R.S., and §29-1-203, C.R.S., as amended, the Parties may cooperate or contract with each other to provide any function or service lawfully authorized to each;

WHEREAS, the County has determined that East 58th Avenue from Washington Street to the Denver Rock Island Railroad, being approximately 650 feet west of York Street, in unincorporated Adams County, Colorado requires roadway, storm drainage, and water quality improvements, (the "County 58th Avenue Improvements") which requires the relocation and improvements to existing facilities owned by Metro Water Recovery, a metropolitan sewage disposal district organized pursuant to 32-4-501, et seq ("Metro"), the North Washington Street Water and Sanitation District (the "District"), and Xcel, collectively (the "58th Avenue Project");

WHEREAS, the 58<sup>th</sup> Avenue Project includes the relocation and improvement to the District's existing water facilities (the "District 58<sup>th</sup> Avenue Water Improvements") the District's existing sanitary sewer facilities (the "District 58<sup>th</sup> Avenue Sewer Improvements"), together (the "District 58<sup>th</sup> Avenue Improvements"), Metro's existing water facilities (the "Metro 58<sup>th</sup> Avenue Water Improvements"), and Xcel's existing water facilities (the "Xcel 58<sup>th</sup> Avenue Water Improvements"), being the only four entities relevant to this Agreement;

WHEREAS, the District, Metro and Xcel have existing water facilities in Franklin Street beginning at their separate points of connection at 54th Avenue to the 58th Avenue Project, which, District and Metro will be improving (the "District Franklin Street Water Improvements"), and (the "Metro Franklin Street Water Improvements"), and potentially, Xcel may decide to improve their facilities (the "Xcel Franklin Street Water Improvements");

WHEREAS, the County wishes to provide drainage improvements in Franklin Street between 56th Avenue and 58th Avenue (the "County Franklin Street Improvements"), together with the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, as depicted on Exhibit A, and potentially the Xcel Franklin Street Water Improvements, collectively (the "Franklin Street Improvements"), and as further set forth herein, collectively (the "Franklin Street Project");

WHEREAS, the District Franklin Street Water Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements extend into



the City and County of Denver, past the County’s jurisdictional boundary, requiring each entity to pay for their portion of the resurfacing improvements attributed to their improvements in Franklin Street, whether in the County’s jurisdiction or in the City and County of Denver’s jurisdiction;

WHEREAS, the Parties wish to construct the Franklin Street Improvements with the 58th Avenue Project, or will collaborate, as needed, to construct the Franklin Street Improvements separately from the 58th Avenue Project, whether bid together or bid separately (the Franklin Street Improvements and the 58th Avenue Project collectively referred to as the "Project");

WHEREAS, the Parties are responsible for their respective portions of the “Project” as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

I. 58th Avenue Project

1. Construction.

a. The Project will be advertised for bids by the County on a mutually agreed to advertisement date (the “58th Avenue Ad Date”). The County will advertise an invitation for bids for the construction of the 58th Avenue Project through its normal procurement process in compliance with Colorado statutes on the 58th Avenue Ad Date. As further set forth in paragraph II.1.a., the Parties may also advertise a bid for the construction of the Franklin Street Improvements together with the 58th Avenue Project on the 58th Avenue Ad Date. The invitation for bids will consolidate the various bid items and quantities that comprise the County’s cost responsibility for 58th Avenue (“58th Avenue Schedule A”), Xcel shall provide the County with a bid schedule for the Xcel 58th Avenue Water Improvements (58th Avenue Schedule E”) in a format mutually acceptable to the County and Xcel. The bidding documents will require the company name(s) of the subcontractor(s) that will be constructing the Xcel 58th Avenue Water Improvements be submitted as a condition of the invitation for bids. The County shall inform Xcel of the 58th Avenue Ad Date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Project and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County’s comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County’s comparison and recommendation, by providing a written explanation of Xcel’s review, acceptance, or reasons for objection. If objecting to the County’s comparison and recommendation, Xcel shall propose an alternative for the County’s reasonable consideration. The County will have up to seven (7) calendar days to review Xcel’s alternative. It will be at the County’s sole discretion to accept or reject Xcel’s alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall be provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

2. Termination.

a. The Parties hereby acknowledge that Xcel has allocated a total of xxx-hundred thousand dollars (\$000) as its contribution for the Xcel 58th Avenue Water Improvements (“Xcel’s Contribution”). If Xcel does not accept the bids for the Xcel 58th Avenue Water Improvements, or if the bids otherwise exceed Xcel’s Contribution, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Xcel 58th Avenue Water Improvements, or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County subject to reimbursement by Xcel. Upon such termination, Xcel shall relocate its facilities, the Xcel 58th Avenue Water Improvements, according to the Project plans, at its sole expense, without further assistance from the County, in coordination with the County, to avoid causing any delay, increased cost, or damage or interference with to the Project.

3. Project Costs, Cost Sharing and Payment.

a. Project Bid. The Project will be advertised for bids by the County on the 58th Avenue Ad Date. The County, on behalf of the Parties, will complete the design of the Project and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the 58th Avenue Ad Date. The 58th Avenue Project costs are comprised of the sum of all bid items and quantities included in the 58th Avenue Schedule A, the 58th Avenue Schedule B, the 58th Avenue Schedule C, the 58th Avenue Schedule D, the 58th Avenue Schedule E and the 58th Avenue Schedule F, attached hereto

b. Administrative Expenses. The costs associated with the 58th Avenue Administrative Expenses shall be equitably shared between the County, the District, Metro and Xcel, as set forth herein, as further defined in Paragraph I.3i., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Project attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in 58th Avenue Schedule A plus the County's equitable portion of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. The Parties acknowledge and agree that the County is responsible for a portion of the relocation costs of the District’s water line, and a portion of Metro's water line located in easement outside of the 58th Avenue right-of-way, as itemized in 58th Avenue Schedule A and further depicted on Exhibit A, attached hereto. The County's estimated costs for 58th Avenue Schedule A shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in 58th Avenue Schedule A shall be agreeable to the Parties.

d. Xcel’s Expenses. Xcel will pay for the actual costs associated with the Xcel 58th Avenue Water Improvements identified by the bid items and quantities listed in 58th Avenue Schedule E, plus Xcel 's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F. Xcel, in its discretion, and upon review of Xcel’s proposed expenses and schedules for the 58th Avenue Administrative Expenses may reasonably

discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph I.1.b. Xcel's estimated costs for 58th Avenue Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in the 58th Avenue Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel 58th Avenue Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Project.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District 58th Avenue Water Improvements and the District 58th Avenue Sewer Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule B and the 58th Avenue Schedule C, plus the District's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro 58th Avenue Water Improvements identified by the bid items and quantities listed in the 58th Avenue Schedule D, plus Metro's equitable portions of the actual costs associated with the 58th Avenue Administrative Expenses identified by the bid items and quantities listed in 58th Avenue Schedule F.

g. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of County Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and
- v). Other Expenses, as approved in writing by the County

h. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of the Xcel 58th Avenue Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices, costs as identified in 58th Avenue Schedule H, attached hereto. The costs for these activities will not be included in the Project's costs:

- i). Design engineering and coordination;
- ii). Construction Inspection;
- iii). Construction Engineering;
- iv). Construction Management; and

v). Other Expenses, as approved in writing by Metro.

i. Administrative Expenses. There are certain expenses associated with the construction of this Project that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the 58th Avenue Project, these expenses will be listed in 58th Avenue Schedule F. These Administrative Expenses shall be subject to review and approval by the four entities prior to the 58th Avenue Ad Date and shall include:

- i). Potholing for underground facilities
- ii). Public Information Services
- iii). Temporary Erosion and Sediment Control
- iv). Materials Testing
- v). Mobilization
- vi). Traffic Control
- vii). Construction Surveying
- viii). Surveying Hourly
- ix). Environmental Mitigation
- x). Other Expenses, as approved in writing by the Parties

j. The County, the District, Metro and Xcel shall equitably share the actual costs of the expenses included in the 58th Avenue Administrative Expenses, as listed in 58th Avenue Schedule F as follows:

i). The County's portion of 58th Avenue Schedule F shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule A. Therefore, the County's portion of the 58th Avenue Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule A divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii). Xcel's portion of 58th Avenue Schedule F associated with the Metro 58th Avenue Water Improvements shall be based upon the actual construction costs for the 58th Avenue Project, not including the 58th Avenue Administrative Expenses, and the actual costs and quantities of the bid items identified in 58th Avenue Schedule E. Therefore, Xcel's portion of the 58th Avenue Administrative Expenses

for the Xcel 58th Avenue Water Improvements would be calculated as follows: [58th Avenue Schedule F multiplied by 58th Avenue Schedule E divided by (the total of 58th Avenue Schedule A plus 58th Avenue Schedule B plus 58th Avenue Schedule C plus 58th Avenue Schedule D plus 58th Avenue Schedule E)], for example (using the estimated costs from all Schedules) yyyyyy.

iii). The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of 58th Avenue Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the 58th Avenue Administrative Expenses and estimated cost of the 58th Avenue Project provided in the various 58th Avenue Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties also acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the 58th Avenue Administrative Costs as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

## II. Franklin Street Improvements

### 1. Construction.

a. The Parties acknowledge that they may mutually decide to bid both the 58th Avenue Project and Franklin Street Improvements together or separately, as needed, or alternatively decide to add the Franklin Street Improvements as a change order to the 58th Avenue Project. If the Franklin Street Improvements is advertised separately for bids, the County will advertise an invitation for bids for the construction of the Franklin Street Improvements through its normal procurement process in compliance with Colorado statutes on the "Franklin Street Ad Date". The invitation for bids will consolidate the various bid items and quantities that comprise the County Franklin Street Improvements, the District Franklin Street Improvements, the Metro Franklin Street Water Improvements, and potentially the Xcel Franklin Street Water Improvements, and the Franklin Street Administrative Expenses (as further defined in paragraph II.2.j., herein). Xcel shall provide the County with a bid schedule for the Xcel Franklin Street Water Improvements in a format mutually acceptable to the County and Xcel. The County shall inform Xcel of the date and time of the bid opening so that Xcel personnel can attend the bid opening, if desired. The County will prepare a comparison of the bids for the Franklin Street Improvements and recommend award of a contract to the apparent lowest responsible and responsive bidder. The results of the County's comparison and recommendation will be provided to Xcel for consideration. Xcel shall have seven (7) calendar days to review and accept, or object to the County's comparison and recommendation, by providing a written explanation of Xcel's review, acceptance, or reasons for objection. If objecting to the County's comparison and recommendation Xcel shall propose an alternative for the County's reasonable consideration. The County will have up to seven (7) calendar days to review

Xcel's alternative. It will be at the County's sole discretion to accept or reject Xcel's alternative. Prior to finalizing the construction agreement with the contractor, Xcel shall have been provided a copy of the construction agreement for the Project, to which, Xcel shall have the authority to review and provide comments.

b. Termination. If Xcel does not accept the bids for the Xcel Franklin Street Water Improvements, Xcel may reject the bids and Xcel may elect to terminate its obligations with regard to the Franklin Street Improvements or terminate the Agreement entirely, terminating on the latest date that Xcel provides written notice to the County of such rejection and makes any final payments for those costs agreed to by this Agreement and already expended by the County.

2. Franklin Street Improvements Costs, Cost Sharing and Payment.

a. Bid. The County, on behalf of the Parties, will complete their design of the Franklin Street Improvements and obtain the necessary approvals from the agencies having jurisdiction over the respective improvements of the Parties prior to the advertisement date (the "Franklin Street Ad Date"). The Franklin Street Improvements costs are comprised of the sum of all bid items and quantities included in the Franklin Street Schedule A, the Franklin Street Schedule B, the Franklin Street Schedule C, the Franklin Street Schedule D, the Franklin Street Schedule E, and the Franklin Street Schedule F, attached hereto.

b. Administrative Expenses. The costs associated with the Franklin Street Administrative Expenses shall be equitably shared between the County, the District, Metro and potentially Xcel, as further defined in Paragraph II.2.j., below. For purposes of this Agreement, "equitable share" or "equitable portion" shall mean the percentage of the overall cost of work for the Franklin Street Improvements attributed to each respective Party.

c. County Expenses. The County will pay for the actual costs associated with the bid items and quantities listed in Franklin Street Schedule A, plus the County's equitable portion of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. The County's estimated costs in Franklin Street Schedule A shall include a line item for Minor Contract Revisions (MCR). The MCR amount to be included in Franklin Street Schedule A shall be agreeable to the Parties.

d. Xcel's Expenses. If Xcel decides to improve their facilities in Franklin Street, Xcel will pay for the actual costs associated with the Xcel Franklin Street Water Improvements identified by the bid items and quantities listed in Franklin Street Schedule E, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F. Xcel, in its discretion, and upon review of Xcel's proposed expenses and schedules for the Franklin Street Administrative Expenses may reasonably discuss such costs or alternatives to such costs with the County or may elect to otherwise reject such costs set forth in Paragraph II.1.b. Xcel's estimated costs in Franklin Street Schedule E shall include a line item for minor contract revisions ("MCR"). The MCR amount to be included in Franklin Street Schedule E shall be agreeable to the Parties. All MCR and change orders that affect the construction of the Xcel Franklin Street Improvements shall be approved by Xcel in

writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

e. District Expenses. The District, under separate agreement with the County, will pay for the actual costs associated with the District Franklin Street Water Improvements and the District Franklin Street Sewer Improvements identified by the bid items and quantities listed in the Franklin Street Schedule B and the Franklin Street Schedule C, plus the District's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

f. Metro Expenses. Metro, under separate agreement with the County, will pay for the actual costs associated with the Metro Franklin Street Water Improvements identified by the bid items and quantities listed in the Franklin Street Schedule D, plus Xcel's equitable portions of the actual costs associated with the Franklin Street Administrative Expenses identified by the bid items and quantities listed in Franklin Street Schedule F.

g. Franklin Street Paving Improvements. The Parties acknowledge that the Franklin Street Improvements extend into the City and County of Denver, past the County's jurisdictional boundary, requiring Xcel if applicable, Metro and the District to share in the Franklin Street pavement replacement (the "Franklin Street Paving Improvements") costs, as required by the City and County of Denver (the "City"). Each such entity shall pay its portion of the Franklin Street Pavement Improvements directly attributed to its water facilities. If, after consultation with the City, the City requires Xcel if applicable, Metro and the District to provide top lift patches that overlap with each entity's facilities, or if surface removal and improvement costs become intermingled or difficult to assign to each such entity, each entity will pay an equal, share of the costs of the Franklin Street Paving Improvements. The surface removal and improvements estimated for Xcel shall be set forth and included in the bid items and quantities listed in Franklin Street Schedule E, if applicable. The County acknowledges and agrees that its agreement with the District includes the same requirements set forth herein and Franklin Street Schedules B and C, requiring the District to assume its portion of the associated costs therein. The County further acknowledges and agrees that its agreement with Metro includes the same requirements set forth herein and Franklin Street Schedule D, requiring Metro to assume its portion of the associated costs therein.

h. Xcel's cost estimates in Franklin Street Schedule E shall include a line item for MCR. The MCR amounts to be included in Xcel's cost estimate in Franklin Street Schedule E shall be agreeable to the Parties. All MCR or change orders that affect the construction of the Xcel Franklin Street Water Improvements shall be approved by Xcel in writing with certification as to appropriation therefore prior to the County including such work in the Franklin Street Improvements.

i. Activities Performed by County. The County agrees to perform or otherwise separately pay for the following activities associated with the design, construction, and acceptance of County Franklin Street Improvements. These activities will be conducted by County personnel or consultants under contract with the County:

- i) Design engineering and coordination;

- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by the County

j. Activities Performed by Xcel. Xcel agrees to perform or otherwise separately pay for the following activities associated with the design, construction and acceptance of the Xcel Franklin Street Water Improvements. These activities will be conducted by consultants under contract with the County, with the County being reimbursed by Xcel upon the County presenting progress invoices for those costs as identified in Franklin Street Schedule H, attached hereto. The costs for these activities will not be included in the Franklin Street Improvement's costs:

- i) Design engineering and coordination;
- ii) Construction Inspection;
- iii) Construction Engineering;
- iv) Construction Management; and
- v) Other Expenses, as approved in writing by Metro).

k. Franklin Street Administrative Expenses. There are certain expenses associated with the construction of the Franklin Street Improvements that will become more efficient and therefore will be reduced in aggregate by attributing an equitable share of such costs among the County, the District, Metro and Xcel, if applicable. These expenses are defined herein as the administrative expenses ("Administrative Expenses"). For the Franklin Street Improvements, these expenses will be listed in Franklin Street Schedule F. These Administrative Expenses shall be subject to review and approval by the Parties prior to the Franklin Street Ad Date and shall include:

- i) Potholing for underground facilities
- ii) Public Information Services
- iii) Temporary Erosion and Sediment Control
- iv) Materials Testing
- v) Mobilization
- vi) Traffic Control
- vii) Construction Surveying
- viii) Surveying Hourly



- ix) Environmental Mitigation
- x) Other Expenses, as approved in writing by the Parties

l. The County, the District, Metro and Xcel, if applicable, shall equitably share the actual costs of the expenses included in Franklin Street Administrative Expenses, as listed in Franklin Street Schedule F as follows:

i) The County's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule A. Therefore, the County's portion of the Administrative Expenses would be calculated using the actual amounts from the Schedules as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule A divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **xxxxxx**.

ii) Xcel's portion of Franklin Street Schedule F shall be based upon the actual construction costs for the Franklin Street Improvements, not including Administrative Expenses, and the actual costs and quantities of the bid items identified in Franklin Street Schedule E. Therefore, Xcel's portion of the Administrative Expenses for the Xcel Franklin Street Water Improvements would be calculated as follows: [Franklin Street Schedule F multiplied by Franklin Street Schedule E divided by (the total of Franklin Street Schedule A plus Franklin Street Schedule B plus Franklin Street Schedule C plus Franklin Street Schedule D plus Franklin Street Schedule E)], for example (using the estimated costs from all Schedules) **yyyyyy**.

iii) The costs identified herein are estimates that have been prepared, reviewed, and approved by the Parties. Each Party's percentage of Franklin Street Administrative Expenses will be based on the actual costs associated with each schedule and adjusted as may be needed to account for differences between the actual cost of the Franklin Street Administrative Expenses and estimated cost of the Franklin Street Improvements provided in the various Franklin Street Schedules A, B, C, D, E and F. The Parties acknowledge that the County's Agreement with the District provides that the District shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with the District is attached hereto as Exhibit C. The Parties acknowledge that the County's Agreement with Metro provides that Metro shall reimburse the County its equitable share of the Franklin Street Administrative Expenses as similarly set forth herein. An unsigned, but fully negotiated and complete copy of the County's Agreement with Metro is attached hereto as Exhibit B.

III. Payment Management, Ownership and Inspection.

1. As further set forth below, during construction of the Project, Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable, for compliance with the Project plans and specifications (including measurement and payment terms). As the Project progresses, the County may submit progress invoices to Xcel for reimbursement of Project expenditures associated with Xcel's portion of the Project. Subject to the provisions of Paragraph III.5., below, Xcel will reimburse the County for any work approved by Xcel within 30 days of receipt of invoice. County will prepare a final invoice to be paid by Xcel based on the final and actual Project costs, but such cost will not exceed the amount appropriated by Xcel. The County shall be responsible for assuming compliance with all requirements of C.R.S. §38-26-107.

2. Xcel hereby authorizes the County to manage, advertise, contract and construct the Project; provided, however, that any portions of the Project constructed for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be at all times subject to Xcel's inspection and approval. The Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall meet or exceed the 15th Edition of the Denver Water's Engineering Standards and shall be in compliance with plans approved by Xcel. The County will use reasonable care and act in good faith in managing, advertising, contracting and constructing the Project. **As appropriate, being prior to, or during construction, the County or the County's contractor shall obtain all required permits, payment bonds, performance bonds, and pay all taxes associated with the work, including the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements, if applicable. Except as otherwise set forth herein and subject to Xcel's review and approval of the Project, the County shall have control over all aspects of the management, advertisement, contracting, and construction of the Project until construction has been completed.** Once construction is complete and construction Warranties transferred, Xcel will own the Metro 58th Avenue Water Improvements and the Metro Franklin Street Water Improvements. Transfer of ownership of the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements shall be conveyed by Bill of Sale or Quitclaim Deed to Metro.

3. The contract between the County and the construction contractor shall consider Xcel similar to the County as an "Owner" with respect to Xcel's design, the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. In addition to the rights and remedies set forth in this Agreement, Xcel shall be entitled to those rights and remedies set forth in the design contract and the construction contract for the Project. Xcel shall have the right to review the design contract and the Project Contract prior to execution of this agreement, and prior to execution by the County of the construction agreement. If Xcel requests any changes to the construction contract, the County shall duly consider Xcel's requests. If the Parties cannot reach agreement on incorporating the requested changes in the construction contract, either Party may terminate this Agreement. The construction contract for the Project will include a provision that any required insurance list Xcel and its employees, officers and consultants as an additional insured and that any payment bond or performance bond as well as indemnification, which may be enforced by the County at the written request of Xcel.

4. All warranties for the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements will be assigned to Xcel upon the initial date of acceptance of the Project Improvements. In addition, the construction contract for the Project will require a one-year warranty on the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements that will begin on the initial date of acceptance of the Project improvements. The

warranty shall state that the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements are free from defects in materials, equipment, and workmanship.

5. Xcel and County shall inspect the Project during construction, subject to the construction contractor's safety program. Reasonable changes, including issues identified through inspections by Xcel, will be discussed with the County for evaluation and shall be incorporated into the Project through a change order. If, for whatever reason, the County deems a change to have a substantial effect on the overall Project or the schedule associated thereof, Xcel and the County shall discuss reasonable alternatives that will better accommodate both Parties. If, for whatever reason, Xcel and County are unable to agree on such a reasonable alternative, Xcel may, in its discretion, terminate the Agreement and Xcel shall complete the remaining portions of the Xcel Franklin Street Water Improvements and Xcel 58th Avenue Water Improvements and shall not be liable to the County for any further costs associated with the Xcel 58th Avenue Water Improvements or the Xcel Franklin Street Water Improvements.

6. Xcel shall review all material and workmanship associated with the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel shall inspect the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements. Xcel, or its contractors shall document changes in the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements construction plans. The construction contractor shall provide Xcel with surveyed as-built information. As-built survey points shall be taken at all fittings, services, deflections and valves for waterlines and services and inverts of sanitary sewer lines. Within 60 days after as-built data is received by the County, the County shall provide Metro with digital files in portable document format (PDF) and in AutoCAD format depicting as-constructed information of the Xcel 58th Avenue Water Improvements and Xcel Franklin Street Water Improvements.

7. Xcel agrees to designate an Xcel Project Manager capable of analyzing construction situations and recommending changes necessary that would be acceptable to Xcel, regarding the Xcel 58th Avenue Water Improvements and the Xcel Franklin Street Water Improvements.

IV. Term. The term of this Agreement shall be from the date first written above through December 31, 2023.

V. Miscellaneous

1. Contingent on Execution of Agreements with the District and Metro. Execution of this Agreement shall be contingent on full execution of the County's Agreement with the District and Metro.

2. Non-Appropriation. The County understands, and Xcel agrees, that Xcel will use its best efforts to appropriate funds on a fiscal year by fiscal year basis sufficient to make the payments contemplated herein. However, in the event Xcel fails to appropriate sufficient funds to make such payments, Xcel may terminate this Agreement.

3. Subject to Annual Appropriations. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Parties not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently

appropriated and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

4. No Partnership or Agency. Notwithstanding any language in this Agreement, or any representation or warranty to the contrary, neither Xcel nor the County shall be deemed or constitute a partner, joint venture, or agent of the other. Any actions taken by the Parties pursuant to this Agreement shall be deemed actions as an independent contractor of the other.

5. No Third-Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties. It is the express intention of the Parties that any person, other than the Parties, shall be deemed to be only an incidental beneficiary under this Agreement.

6. Governing Law and Venue; Recovery of Costs. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in Adams County, Colorado. In the event legal action is brought to resolve any dispute among the Parties related to this Agreement, the Parties shall pay their own court costs and attorney fees.

7. Governmental Immunity. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

8. Rights and Remedies. The rights and remedies of the Parties under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit either Party's legal or equitable remedies, or the period in which such remedies may be asserted.

9. Authority. The Parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Agreement on behalf of the Parties and to bind the Parties to its terms.

10. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of both Parties.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute one and the same instrument.

12. Binding Effect. This Agreement can be assigned only with the consent of the other Party. This Agreement shall be binding upon, and shall inure to the benefit of,

the Parties and their respective heirs, personal representatives and successors and permitted assigns.

13. Exhibits. All exhibits and schedules referred to in this Agreement are incorporated herein for all purposes.

14. Effective Date. This Agreement shall be effective on the latest date by which both Parties have executed this Agreement.

15. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid, or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. Written Notices. Under this Agreement, formal correspondence among the Parties shall be directed to the following and shall be deemed received as of the date of hand delivery, or as of the date indicated on the return receipt request of a certified mailing:

If to the County:  
Public Works Director  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

With Copy to:  
County Attorney  
Adams County Public Works Department  
4430 South Adams County Parkway, Suite W2000B  
Brighton, CO 80601-8218

If to Xcel:  
Xcel Manager  
Xcel Energy  
#### Street  
City, ST ZIP

With Copy to:  
Position  
Company  
#### Street  
City, ST ZIP

[The rest of this page intentionally left blank.]

[Separate Signatures pages follow.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Public Service Company of Colorado, a  
Colorado corporation, d/b/a Xcel Energy

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Public Service Company of Colorado, a  
Colorado corporation, d/b/a Xcel Energy

APPROVED AS TO FORM:

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Xcel, General Counsel

[County signature page follows]

Adams County, Colorado, a body politic by the  
Board of County Commissioners

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Chair, Adams County  
Board of County Commissioners

ATTEST:

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Clerk to the Board

APPROVED AS TO FORM:

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County Attorney's Office

58TH AVENUE SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL	\$10,833,545.00	\$16,670,378.00	64.986799%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$480,978.00	\$16,670,378.00	2.885226%
COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL	\$142,250.00	\$16,670,378.00	0.853310%
COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$199,778.00	\$16,670,378.00	1.198401%
COUNTY RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL	\$0.00	\$16,670,378.00	0.000000%
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00		69.923736%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL	\$11,656,551.00	\$16,670,378.00	69.9237354%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL	\$1,453,139.00	\$16,670,378.00	8.7168929%
DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL	\$2,922,803.00	\$16,670,378.00	17.5329138%
METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL	\$555,960.00	\$16,670,378.00	3.3350174%
XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL	\$81,925.00	\$16,670,378.00	0.4914406%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C +SCHEDULE D+ SCHEDULE E	\$16,670,378.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	69.9237354%	\$954,937.27
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	8.7168929%	\$119,045.21
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	17.5329138%	\$239,444.20
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	3.3350174%	\$45,545.80
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$1,365,684.00	0.4914406%	\$6,711.53
TOTAL SCHEDULE F		100.000000%	\$1,365,684.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$11,656,551.00	\$954,937.27	\$12,611,488.27
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,453,139.00	\$119,045.21	\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$2,922,803.00	\$239,444.20	\$3,162,247.20
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$555,960.00	\$45,545.80	\$601,505.80
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$81,925.00	\$6,711.53	\$88,636.53
<b>TOTAL PROJECT IMPROVEMENTS COST</b>	<b>\$16,670,378.00</b>	<b>\$1,365,684.00</b>	<b>\$18,036,062.00</b>



58TH AVENUE SCHEDULES SUMMARY		2/3/2022
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F		\$1,572,184.21
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F		\$3,162,247.20
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		-\$60,000.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$4,674,431.41</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F		\$601,505.80
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$644,305.80</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F		\$88,636.53
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>		<b>\$109,336.53</b>
TOTAL PROJECT IMPROVEMENTS COST		\$18,036,062.00
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES		\$42,800.00
SCHEDULE H COUNTY REIMBURSE DISTRICT FOR LIFT STATIONS		\$60,000.00
SCHEDULE I XCEL TO REIMBURSE COUNTY FOR DESIGN FEES		\$20,700.00
<b>ESTIMATED TOTAL BUDGET FOR PROJECT</b>		<b>\$18,159,562.00</b>
ESTIMATED TOTAL BUDGET FOR PROJECT		\$18,159,562.00
ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT		-\$4,674,431.41
ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT		-\$644,305.80
ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT		-\$109,336.53
<b>ESTIMATED TOTAL COUNTY CONSTRUCTION COST FOR PROJECT</b>		<b>\$12,731,488.27</b>

000-44595		58TH AVENUE SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS						
CTY-2	201-00000	CLEARING AND GRUBBING	L S	1	\$60,000.00	\$60,000.00
CTY-3	202-00001	REMOVAL OF STRUCTURE	EACH	6	\$750.00	\$4,500.00
CTY-4	202-00010	REMOVAL OF TREE	EACH	130	\$425.00	\$55,250.00
CTY-5	202-00015	REMOVAL OF HEADWALL	EACH	5	\$750.00	\$3,750.00
CTY-6	202-00019	REMOVAL OF INLET	EACH	4	\$1,500.00	\$6,000.00
CTY-7	202-00021	REMOVAL OF MANHOLE	EACH	11	\$1,500.00	\$16,500.00
CTY-8	202-00027	REMOVAL OF RIPRAP	SY	95	\$40.00	\$3,800.00
CTY-9	202-00036	REMOVAL OF PIPE (SPECIAL)	LF	3,667	\$35.00	\$128,345.00
CTY-10	202-00039	REMOVAL OF BOLLARD	EACH	12	\$200.00	\$2,400.00
CTY-11	202-00155	REMOVAL OF WALL	LF	164	\$50.00	\$8,200.00
CTY-12	202-00200	REMOVAL OF SIDEWALK	SY	320	\$30.00	\$9,600.00
CTY-13	202-00201	REMOVAL OF CURB	LF	564	\$10.00	\$5,640.00
CTY-14	202-00202	REMOVAL OF GUTTER	LF	132	\$15.00	\$1,980.00
CTY-15	202-00203	REMOVAL OF CURB AND GUTTER	LF	1,350	\$15.00	\$20,250.00
CTY-16	202-00210	REMOVAL OF CONCRETE PAVEMENT	SY	2,031	\$20.00	\$40,620.00
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	24,826	\$9.00	\$223,434.00
CTY-18	202-00250	REMOVAL OF PAVEMENT MARKING	SF	594	\$2.00	\$1,188.00
CTY-19	202-00300	REMOVAL OF BUILDING(S)	L S	1	\$150,000.00	\$150,000.00
CTY-20	202-00810	REMOVAL OF GROUND SIGN	EACH	4	\$150.00	\$600.00
CTY-21	202-00815	REMOVAL OF SIGN (SPECIAL)	EACH	11	\$1,250.00	\$13,750.00
CTY-22	202-00828	REMOVAL OF TRAFFIC SIGNAL EQUIPMENT	L S	1	\$5,000.00	\$5,000.00
CTY-23	202-00840	REMOVAL OF TRAFFIC SIGNAL POLE	EACH	4	\$1,500.00	\$6,000.00
CTY-24	202-01000	REMOVAL OF FENCE	LF	2,115	\$5.00	\$10,575.00
CTY-25	202-01035	REMOVAL OF GATE	EACH	4	\$250.00	\$1,000.00
CTY-26	203-00450	ROCK REMOVAL	EACH	32	\$125.00	\$4,000.00
CTY-27	203-00010	UNCLASSIFIED EXCAVATION (COMPLETE IN PLACE)	CY	10,000	\$30.00	\$300,000.00
CTY-28	203-00060	EMBANKMENT MATERIAL (COMPLETE IN PLACE)	CY	5,000	\$30.00	\$150,000.00
CTY-29	203-00100	MUCK EXCAVATION	CY	1,000	\$50.00	\$50,000.00
CTY-31	206-00000	STRUCTURE EXCAVATION	CY	2,688	\$30.00	\$80,640.00
CTY-32	206-00065	STRUCTURE BACKFILL (FLOW-FILL)	CY	119	\$250.00	\$29,750.00
CTY-33	206-00100	STRUCTURE BACKFILL (CLASS 1)	CY	1,461	\$80.00	\$116,880.00
CTY-34	206-01750	SHORING	L S	1	\$50,000.00	\$50,000.00
CTY-35	207-00205	TOPSOIL	CY	2,107	\$25.00	\$52,675.00
CTY-47	210-00010	RESET MAILBOX STRUCTURE	EACH	5	\$350.00	\$1,750.00
CTY-48	210-00070	RESET BARRICADE	EACH	32	\$150.00	\$4,800.00
CTY-49	210-00750	RESET LIGHT STANDARD	EACH	3	\$1,750.00	\$5,250.00
CTY-50	210-00810	RESET GROUND SIGN	EACH	16	\$250.00	\$4,000.00
CTY-51	210-01000	RESET FENCE	LF	1,830	\$25.00	\$45,750.00
CTY-52	210-01010	RESET GATE POST	EACH	3	\$500.00	\$1,500.00
CTY-53	210-01011	RESET GATE	EACH	4	\$1,000.00	\$4,000.00
CTY-54	210-01130	RESET GUARDRAIL TYPE 3	LF	51	\$50.00	\$2,550.00
CTY-55	210-04020	MODIFY INLET	EACH	1	\$3,500.00	\$3,500.00
CTY-58	212-00050	SOD	SF	2,000	\$2.00	\$4,000.00
CTY-59	212-01200	LANDSCAPE RESTORATION	L S	1	\$10,000.00	\$10,000.00
CTY-62	213-00070	LANDSCAPE WEED BARRIER FABRIC	SY	4,785	\$3.00	\$14,355.00
CTY-63	214-00000	LANDSCAPE MAINTENANCE	L S	1	\$25,000.00	\$25,000.00
CTY-64	214-00220	DECIDUOUS TREE (2 INCH CALIPER)	EACH	50	\$750.00	\$37,500.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	7,780	\$45.00	\$350,100.00
CTY-68	304-06009	AGGREGATE BASE COURSE (CLASS 6) (SPECIAL)	TON	105	\$45.00	\$4,725.00
CTY-69	306-01000	RECONDITIONING	SY	24,456	\$4.00	\$97,824.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	721	\$150.00	\$108,150.00
CTY-71	403-02000	HOT MIX ASPHALT (SPECIAL)	TON	629	\$85.00	\$53,465.00

	000-44595	58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS						
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12,940	\$85.00	\$1,099,900.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3,697	\$100.00	\$369,700.00
CTY-74	411-10255	EMULSIFIED ASPHALT (SLOW-SETTING)	GAL	3,882	\$3.00	\$11,646.00
CTY-75	412-00600	CONCRETE PAVEMENT (6 INCH)	SY	342	\$90.00	\$30,780.00
CTY-76	412-00800	CONCRETE PAVEMENT (8 INCH)	SY	2,043	\$100.00	\$204,300.00
CTY-77	503-00018	DRILLED CAISSON (18 INCH)	LF	4	\$400.00	\$1,600.00
CTY-78	503-00042	DRILLED CAISSON (42 INCH)	LF	48	\$700.00	\$33,600.00
CTY-79	504-06400	SOIL NAIL WALL	SF	4,298	\$85.00	\$365,330.00
CTY-80	506-00409	SOIL RIPRAP (9 INCH)	CY	161	\$130.00	\$20,930.00
CTY-81	514-00042	PEDESTRIAN RAILING (42 INCH)	LF	619	\$150.00	\$92,850.00
CTY-82	514-00200	PEDESTRIAN RAILING (STEEL)	LF	143	\$200.00	\$28,600.00
CTY-83	516-00000	DAMPPOOFING (ASPHALT)	SY	1,438	\$50.00	\$71,900.00
CTY-84	601-03050	CONCRETE CLASS D (WALL)	CY	673	\$1,000.00	\$673,000.00
CTY-85	601-40210	CONCRETE FINISH (SPECIAL)	SF	7,668	\$15.00	\$115,020.00
CTY-86	601-40300	STRUCTURAL CONCRETE COATING	SY	1,568	\$15.00	\$23,520.00
CTY-87	602-00020	REINFORCING STEEL (EPOXY COATED)	LB	89,289	\$1.75	\$156,256.50
CTY-88	603-01185	18 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,996	\$130.00	\$259,480.00
CTY-89	603-01245	24 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,074	\$160.00	\$171,840.00
CTY-90	603-01305	30 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	142	\$180.00	\$25,560.00
CTY-91	603-01485	48 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	1,861	\$320.00	\$595,520.00
CTY-92	603-01725	72 INCH REINFORCED CONCRETE PIPE (COMPLETE IN PLACE)	LF	70	\$650.00	\$45,500.00
CTY-93	603-02185	23X14 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	250	\$200.00	\$50,000.00
CTY-94	603-02245	30X19 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (COMPLETE IN PLACE)	LF	39	\$230.00	\$8,970.00
CTY-95	603-02485	60X38 INCH REINFORCED CONCRETE PIPE ELLIPTICAL (CIP)	LF	170	\$350.00	\$59,500.00
CTY-96	603-05018	18 INCH REINFORCED CONCRETE END SECTION	EACH	3	\$1,600.00	\$4,800.00
CTY-97	603-05024	24 INCH REINFORCED CONCRETE END SECTION	EACH	2	\$2,000.00	\$4,000.00
CTY-98	603-05048	48 INCH REINFORCED CONCRETE END SECTION	EACH	1	\$3,000.00	\$3,000.00
CTY-99	603-33048	48 INCH PIPE SAFETY END TREATMENT	EACH	2	\$3,500.00	\$7,000.00
CTY-100	603-50008	8 INCH PLASTIC PIPE	LF	63	\$85.00	\$5,355.00
CTY-101	603-70402	4X2 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	121	\$450.00	\$54,450.00
CTY-102	604-00305	INLET TYPE C (5 FOOT)	EACH	1	\$5,000.00	\$5,000.00
CTY-103	604-00310	INLET TYPE C (10 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-104	604-00350	INLET TYPE C (SPECIAL)	EACH	1	\$20,000.00	\$20,000.00
CTY-105	604-13005	INLET TYPE 13 (5 FOOT)	EACH	3	\$6,000.00	\$18,000.00
CTY-106	604-19000	INLET SPECIAL	EACH	1	\$12,000.00	\$12,000.00
CTY-107	604-19105	INLET TYPE R L 5 (5 FOOT)	EACH	8	\$6,000.00	\$48,000.00
CTY-108	604-19205	INLET TYPE R L 10 (5 FOOT)	EACH	3	\$8,500.00	\$25,500.00
CTY-109	604-19305	INLET TYPE R L 15 (5 FOOT)	EACH	2	\$12,500.00	\$25,000.00
CTY-110	604-19505	INLET TYPE R L 20 (5 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-111	604-19510	INLET TYPE R L 20 (10 FOOT)	EACH	2	\$18,000.00	\$36,000.00
CTY-112	604-30000	MANHOLE SLAB BASE (SPECIAL)	EACH	1	\$12,000.00	\$12,000.00
CTY-113	604-30005	MANHOLE SLAB BASE (5 FOOT)	EACH	1	\$6,500.00	\$6,500.00
CTY-114	604-30010	MANHOLE SLAB BASE (10 FOOT)	EACH	23	\$11,000.00	\$253,000.00
CTY-115	604-31015	MANHOLE BOX BASE (15 FOOT)	EACH	1	\$15,000.00	\$15,000.00
CTY-116	605-83002	GEOCOMPOSITE DRAIN WITH PIPE	SY	734	\$50.00	\$36,700.00
CTY-117	608-00006	CONCRETE SIDEWALK (6 INCH)	SY	3,991	\$70.00	\$279,370.00
CTY-118	608-00010	CONCRETE CURB RAMP	SY	258	\$175.00	\$45,150.00
CTY-119	608-00015	DETECTABLE WARNINGS	SF	215	\$90.00	\$19,350.00
CTY-120	609-20010	CURB TYPE 2 (SECTION B)	LF	306	\$40.00	\$12,240.00
CTY-121	609-21010	CURB AND GUTTER TYPE 2 (SECTION I-B)	LF	529	\$30.00	\$15,870.00
CTY-122	609-21020	CURB AND GUTTER TYPE 2 (SECTION II-B)	LF	8,144	\$30.00	\$244,320.00
CTY-123	609-21023	CURB AND GUTTER TYPE 2 (SECTION II-B) (SPECIAL)	LF	13	\$40.00	\$520.00

000-44595		58TH AVENUE				
		SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-124	609-24004	GUTTER TYPE 2 (4 FOOT)	LF	475	\$65.00	\$30,875.00
CTY-125	610-00020	MEDIAN COVER MATERIAL (PATTERNED CONCRETE)	SF	1,004	\$15.00	\$15,060.00
CTY-126	610-00055	MEDIAN COVER MATERIAL (STONE)	SF	43,757	\$3.00	\$131,271.00
CTY-127	612-00041	DELINEATOR (FLEXIBLE) (TYPE I)	EACH	6	\$75.00	\$450.00
CTY-128	613-01200	2 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	417	\$25.00	\$10,425.00
CTY-129	613-01300	3 INCH ELECTRICAL CONDUIT (PLASTIC)	LF	833	\$27.00	\$22,491.00
CTY-130	613-07003	TYPE THREE PULL BOX	EACH	5	\$1,300.00	\$6,500.00
CTY-131	613-07004	TYPE FOUR PULL BOX	EACH	1	\$1,800.00	\$1,800.00
CTY-132	613-10000	WIRING	L S	1	\$20,000.00	\$20,000.00
CTY-133	613-13000	LUMINAIRE (LED)	EACH	6	\$1,600.00	\$9,600.00
CTY-134	614-00011	SIGN PANEL (CLASS I)	SF	148	\$25.00	\$3,700.00
CTY-135	614-00014	LIGHTED STREET NAME SIGN (INST ONLY)	EACH	4	\$2,000.00	\$8,000.00
CTY-136	614-01502	STEEL SIGN SUPPORT (2-INCH ROUND)(POST & SOCKET)	LF	209	\$25.00	\$5,225.00
CTY-137	614-70150	PEDESTRIAN SIGNAL FACE (16) (COUNTDOWN)	EACH	8	\$725.00	\$5,800.00
CTY-138	614-70336	TRAFFIC SIGNAL FACE (12-12-12)	EACH	13	\$1,100.00	\$14,300.00
CTY-139	614-70448	TRAFFIC SIGNAL FACE (12-12-12-12)	EACH	4	\$1,400.00	\$5,600.00
CTY-140	614-72854	TRAFFIC CONTROLLER CABINET	EACH	1	\$25,000.00	\$25,000.00
CTY-141	614-72858	PEDESTAL POLE (3 FOOT 6 INCH)	EACH	1	\$1,300.00	\$1,300.00
CTY-142	614-72860	PEDESTRIAN PUSH BUTTON	EACH	8	\$350.00	\$2,800.00
CTY-143	614-72866	FIRE PREEMPTION UNIT AND TIMER	EACH	4	\$3,500.00	\$14,000.00
CTY-144	614-72886	INTERSECTION DETECTION SYSTEM (CAMERA)	EACH	4	\$9,000.00	\$36,000.00
CTY-145	614-81135	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-35 FOOT MAST ARM)	EACH	1	\$17,000.00	\$17,000.00
CTY-146	614-81140	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-40 FOOT MAST ARM)	EACH	1	\$18,000.00	\$18,000.00
CTY-147	614-81150	TRAFFIC SIGNAL-LIGHT POLE STEEL (1-50 FOOT MAST ARM)	EACH	2	\$20,000.00	\$40,000.00
CTY-148	616-30018	18 INCH TRASH GUARD	EACH	1	\$1,300.00	\$1,300.00
CTY-149	616-30048	48 INCH TRASH GUARD	EACH	1	\$2,200.00	\$2,200.00
CTY-150	616-30118	22X13 INCH TRASH GUARD	EACH	1	\$1,200.00	\$1,200.00
CTY-151	621-00450	DETOUR PAVEMENT	SY	5,400	\$75.00	\$405,000.00
CTY-152	622-00720	PUMP STATION	L S	1	\$50,000.00	\$50,000.00
CTY-153	622-00550	WHEEL STOP (CONCRETE)	EACH	12	\$250.00	\$3,000.00
CTY-160	627-00005	EPOXY PAVEMENT MARKING	GAL	70	\$250.00	\$17,500.00
CTY-161	627-30205	THERMOPLASTIC PAVEMENT MARKING (WORD-SYMBOL)	SF	706	\$25.00	\$17,650.00
CTY-162	627-30210	THERMOPLASTIC PAVEMENT MARKING (XWALK-STOPLINE)	SF	1,335	\$15.00	\$20,025.00
CTY-179	700-70010	F/A MINOR CONTRACT REVISIONS	F A	1	\$1,500,000.00	\$1,500,000.00
CTY-182	700-70037	F/A CONTAMINATED SOIL	F A	1	\$200,000.00	\$200,000.00
CTY-183	700-70082	F/A FURNISH & INSTALL ELECTRICAL SERVICE	F A	1	\$15,000.00	\$15,000.00
CTY-185	700-90032	F/A EMERGENCY REPAIR	F A	1	\$20,000.00	\$20,000.00
	185 + 44	<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$10,833,545.00</b>
<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	1	\$1,600.00	\$1,600.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	417	\$34.00	\$14,178.00
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	3	\$1,700.00	\$5,100.00
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00
DW-13	619-NWSWSD-00001002	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (2 INCH)	EA	1	\$9,500.00	\$9,500.00
DW-14	619-NWSWSD-000010034	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EA	22	\$2,200.00	\$48,400.00
DW-15	619-NWSWSD-00006002	2 INCH TAP RECONNECTION	EA	1	\$2,000.00	\$2,000.00
DW-16	619-NWSWSD-000060034	3/4 INCH TAP RECONNECTION	EA	22	\$2,000.00	\$44,000.00
DW-17	619-NWSWSD-40060002	2 INCH COPPER SERVICE LINE	LF	55	\$80.00	\$4,400.00
DW-18	619-NWSWSD-400600034	3/4 INCH COPPER SERVICE PIPE	LF	1,110	\$30.00	\$33,300.00
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	830	\$350.00	\$290,500.00
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	2	\$3,200.00	\$6,400.00
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	1	\$1,200.00	\$1,200.00

	000-44595	58TH AVENUE SCHEDULE A				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE A QUANTITIES	UNIT COST	SCHEDULE A AMOUNTS
		<b>COUNTY RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	2	\$8,500.00	\$17,000.00
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$480,978.00</b>
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>				
DS-4	211-NWSWSD-00031	4-INCH RECONNECTIONS	EA	16	\$2,000.00	\$32,000.00
DS-9	603-NWSWSD-83204	4 INCH SDR35 PVC SEWER SERVICE PIPE	LF	735	\$150.00	\$110,250.00
		<b>COUNTY RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>				<b>\$142,250.00</b>
		<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>				
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	431	\$38.00	\$16,378.00
MW-2	210-METRO-04015	MODIFY MANHOLE	EA	2	\$7,500.00	\$15,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	842	\$200.00	\$168,400.00
		<b>COUNTY RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$199,778.00</b>
		<b>COUNTY RESPONSIBILITY 58TH AVENUE SCHEDULE A TOTAL</b>				<b>\$11,656,551.00</b>

2/3/2022		58TH AVENUE				
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,177	\$9.00	\$10,593.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	6	\$45.00	\$270.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	253	\$150.00	\$37,950.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	12	\$85.00	\$1,020.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	3	\$100.00	\$300.00
	185 + 44	<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$50,133.00</b>
<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EA	3	\$800.00	\$2,400.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	EA	4	\$1,600.00	\$6,400.00
DW-3	202-NWSWSD-00032	REMOVE OF EXISTING GATE VALVE	EA	5	\$1,000.00	\$5,000.00
DW-4	202-NWSWSD-00035	REMOVAL OF PIPE	LF	2,984	\$34.00	\$101,456.00
DW-5	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EA	5	\$800.00	\$4,000.00
DW-6	619-NWSWSD-000001208R	12 INCH X 8 INCH REDUCER RESTRAINED	EA	1	\$1,500.00	\$1,500.00
DW-7	619-NWSWSD-000001208T	12 INCH X 8 INCH TEE W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-8	619-NWSWSD-0000012B	12 INCH BEND ALL ANGLES W/ THRUST BLOCK	EA	2	\$1,700.00	\$3,400.00
DW-9	619-NWSWSD-0000012T	12 INCH TEE ALL BRANCHES W/ THRUST BLOCK	EA	2	\$2,000.00	\$4,000.00
DW-10	619-NWSWSD-0000012VB	12 INCH VERTICAL BEND ALL ANGLES W/ THRUST BLOCK	EA	20	\$1,700.00	\$34,000.00
DW-11	619-NWSWSD-000001612CR	16 INCH X 12 INCH CROSS	EA	1	\$3,000.00	\$3,000.00
DW-12	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EA	12	\$3,200.00	\$38,400.00
DW-19	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	132	\$300.00	\$39,600.00
DW-20	619-NWSWSD-50947	12 INCH C900 DR18 PVC PIPE	LF	2,647	\$350.00	\$926,450.00
DW-21	619-NWSWSD-75064	8 INCH GATE VALVE AND BOX	EA	3	\$2,100.00	\$6,300.00
DW-22	619-NWSWSD-75096	12 INCH GATE VALVE AND BOX	EA	15	\$3,200.00	\$48,000.00
DW-23	619-NWSWSD-77212	12 INCH RESTRAINED COUPLING ADAPTER	EA	3	\$1,200.00	\$3,600.00
DW-24	619-NWSWSD-78048	FIRE HYDRANT ASSEMBLY	EA	9	\$8,500.00	\$76,500.00
DW-25	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - WATER	F A	1	\$95,000.00	\$95,000.00
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$1,403,006.00</b>
		<b>DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE B TOTAL</b>				<b>\$1,453,139.00</b>

	2/3/2022	58TH AVENUE				
		SCHEDULE C				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE C QUANTITIES	UNIT COST	SCHEDULE C AMOUNTS
		<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,709	\$9.00	\$15,381.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	45	\$45.00	\$2,025.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	327	\$150.00	\$49,050.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	86	\$85.00	\$7,310.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	25	\$100.00	\$2,500.00
	185 + 44	<b>DISTRICT RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$76,266.00</b>
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS</b>				
DS-1	202-NWSWSD-00002	REMOVAL OF STRUCTURE (SPECIAL)	EACH	2	\$2,000.00	\$4,000.00
DS-2	202-NWSWSD-00021	REMOVAL OF EXISTING MANHOLES	EA	16	\$4,000.00	\$64,000.00
DS-3	202-NWSWSD-04080	PLUG END SEWER PIPE	EA	4	\$750.00	\$3,000.00
DS-5	211-NWSWSD-06000	CONNECTION TO EXISTING MANHOLE (COMPLETE IN PLACE)	EA	1	\$4,500.00	\$4,500.00
DS-6	211-NWSWSD-06001	CONNECTION TO EXISTING SANITARY SEWER (COMPLETE IN PLACE)	EA	5	\$3,000.00	\$15,000.00
DS-7	603-NWSWSD-83108	8 INCH C900 DR25 PVC SEWER PIPE	LF	1,457	\$300.00	\$437,100.00
DS-8	603-NWSWSD-83124	24 INCH C900 DR25 PVC SEWER PIPE	LF	2,389	\$700.00	\$1,672,300.00
DS-10	604-NWSWSD-30410	MANHOLE (4 FT DIAMETER)	EA	19	\$9,823.00	\$186,637.00
DS-11	623-NWSWSD-09960	BYPASS PUMPING	LS	1	\$80,000.00	\$80,000.00
DS-12	70-0-NWSWSD-70710	F/A MINOR CONTRACT REVISIONS - SEWER	F A	1	\$380,000.00	\$380,000.00
		<b>DISTRICT RESPONSIBILITY DISTRICT 58TH AVENUE SEWER IMPROVEMENTS TOTAL</b>				<b>\$2,846,537.00</b>
		<b>DISTRICT RESPONSIBILITY 58TH AVENUE SCHEDULE C TOTAL</b>				<b>\$2,922,803.00</b>

2/3/2022		58TH AVENUE				
		SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	1,072	\$9.00	\$9,648.00
CTY-67	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	61	\$45.00	\$2,745.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	170	\$150.00	\$25,500.00
CTY-72	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	117	\$85.00	\$9,945.00
CTY-73	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	34	\$100.00	\$3,400.00
	185 + 44	<b>METRO RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$51,238.00</b>
<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	1,815	\$38.00	\$68,970.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	1,790	\$200.00	\$358,000.00
MW-4	619-METRO-75080	10 INCH GATE VALVE	EACH	3	\$4,000.00	\$12,000.00
MW-5	70-0-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	F A	1	\$65,752.00	\$65,752.00
		<b>METRO RESPONSIBILITY METRO 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$504,722.00</b>
		<b>METRO RESPONSIBILITY 58TH AVENUE SCHEDULE D TOTAL</b>				<b>\$555,960.00</b>



	2/3/2022	58TH AVENUE				
		SCHEDULE E				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE E QUANTITIES	UNIT COST	SCHEDULE E AMOUNTS
		<b>XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
CTY-17	202-00220	REMOVAL OF ASPHALT MAT	SY	85	\$9.00	\$765.00
CTY-70	403-00720	HOT MIX ASPHALT (PATCHING) (ASPHALT)	TON	19	\$150.00	\$2,850.00
	185 + 44	<b>XCEL RESPONSIBILITY COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$3,615.00</b>
		<b>XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS</b>				
XW-1	202-XCEL-00036	REMOVAL OF PIPE (SPECIAL)	LF	89	\$40.00	\$3,560.00
XW-2	619-XCEL-00008	12 INCH WATERLINE (FITTINGS)	EACH	10	\$1,750.00	\$17,500.00
XW-3	619-XCEL-06120	12 INCH DUCTILE IRON PIPE	LF	87	\$250.00	\$21,750.00
XW-4	619-XCEL-75096	12 INCH GATE VALVE	EACH	6	\$4,250.00	\$25,500.00
XW-5	70-0-NWSWSD-70910	F/A MINOR CONTRACT REVISIONS - XCEL	F A	1	\$10,000.00	\$10,000.00
		<b>XCEL RESPONSIBILITY XCEL 58TH AVENUE WATER IMPROVEMENTS TOTAL</b>				<b>\$78,310.00</b>
		<b>XCEL RESPONSIBILITY 58TH AVENUE SCHEDULE E TOTAL</b>				<b>\$81,925.00</b>

2/3/2022		58TH AVENUE					
		SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS	
<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>							
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)	L S		\$40,000.00	\$40,000.00	
CTY-30	203-01597	POTHOLING	HOURL		\$350.00	\$28,000.00	
CTY-36	208-00008	EROSION LOG TYPE 2 (12 INCH)	LF		\$8.00	\$8,760.00	
CTY-37	208-00020	SILT FENCE	LF		\$3.00	\$27,996.00	
CTY-38	208-00035	AGGREGATE BAG	LF		\$10.00	\$1,900.00	
CTY-39	208-00045	CONCRETE WASHOUT STRUCTURE	EACH		\$2,000.00	\$4,000.00	
CTY-40	208-00051	STORM DRAIN INLET PROTECTION (TYPE I)	LF		\$15.00	\$2,850.00	
CTY-41	208-00054	STORM DRAIN INLET PROTECTION (TYPE II)	EACH		\$250.00	\$1,000.00	
CTY-42	208-00056	STORM DRAIN INLET PROTECTION (TYPE III)	EACH		\$250.00	\$3,000.00	
CTY-43	208-00070	VEHICLE TRACKING PAD	EACH		\$3,000.00	\$30,000.00	
CTY-44	208-00103	REMOVAL AND DISPOSAL OF SEDIMENT (LABOR)	HOURL		\$70.00	\$7,000.00	
CTY-45	208-00106	SWEEPING (SEDIMENT REMOVAL)	HOURL		\$150.00	\$60,000.00	
CTY-46	208-00200	EROSION CONTROL MANAGEMENT	L S		\$20,000.00	\$20,000.00	
CTY-56	212-00006	SEEDING (NATIVE)	ACRE		\$1,500.00	\$6,000.00	
CTY-57	212-00032	SOIL CONDITIONING	ACRE		\$3,500.00	\$14,000.00	
CTY-60	213-00002	MULCHING (WEED FREE HAY)	ACRE		\$1,500.00	\$6,000.00	
CTY-61	213-00061	MULCH TACKIFIER	LB		\$9.00	\$3,582.00	
CTY-65	216-00201	SOIL RETENTION BLANKET (STRAW-COCONUT) (BIODEGRADABLE CLASS 1)	SY		\$4.00	\$116.00	
CTY-66	240-00000	WILDLIFE BIOLOGIST	HOURL		\$125.00	\$5,000.00	
CTY-154	625-00000	CONSTRUCTION SURVEYING	L S		\$130,000.00	\$130,000.00	
CTY-155	625-00001	CONSTRUCTION SURVEYING (HOURLY)	HOURL		\$200.00	\$16,000.00	
CTY-156	626-00000	MOBILIZATION	L S		\$450,000.00	\$450,000.00	
CTY-157	626-01001	PUBLIC INFORMATION SERVICES	L S		\$32,500.00	\$32,500.00	
CTY-158	626-01002	PUBLIC INFORMATION SERVICES (ADDRESS)	EACH		\$40.00	\$20,000.00	
CTY-159	627-00001	PAVEMENT MARKING PAINT	GAL		\$175.00	\$12,250.00	
CTY-163	630-00000	FLAGGING	HOURL		\$33.00	\$33,000.00	
CTY-164	630-00003	UNIFORMED TRAFFIC CONTROL	HOURL		\$140.00	\$1,120.00	
CTY-165	630-00007	TRAFFIC CONTROL INSPECTION	DAY		\$250.00	\$10,000.00	
CTY-166	630-00012	TRAFFIC CONTROL MANAGEMENT	DAY		\$800.00	\$120,000.00	
CTY-167	630-80001	FLASHING BEACON (PORTABLE)	EACH		\$800.00	\$3,200.00	
CTY-168	630-80335	BARRICADE (TYPE 3 M-A) (TEMPORARY)	EACH		\$200.00	\$2,000.00	
CTY-169	630-80341	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE A)	EACH		\$75.00	\$1,200.00	
CTY-170	630-80342	CONSTRUCTION TRAFFIC SIGN (PANEL SIZE B)	EACH		\$90.00	\$2,610.00	
CTY-171	630-80348	CONSTRUCTION INFORMATION SIGN	EACH		\$500.00	\$2,500.00	
CTY-172	630-80355	PORTABLE MESSAGE SIGN PANEL	EACH		\$7,000.00	\$42,000.00	
CTY-173	630-80358	ADVANCE WARNING FLASHING OR SEQUENCING ARROW PANEL (C TYPE)	EACH		\$2,000.00	\$8,000.00	
CTY-174	630-80360	DRUM CHANNELIZING DEVICE	EACH		\$50.00	\$5,000.00	
CTY-175	630-80363	DRUM CHANNELIZING DEVICE (WITH LIGHT) (FLASHING)	EACH		\$60.00	\$1,500.00	
CTY-176	630-80370	CONCRETE BARRIER (TEMPORARY)	LF		\$45.00	\$45,000.00	
CTY-177	630-80380	TRAFFIC CONE	EACH		\$12.00	\$3,600.00	
CTY-178	630-85010	IMPACT ATTENUATOR (TEMPORARY)	EACH		\$7,500.00	\$30,000.00	
CTY-180	700-70016	F/A FUEL COST ADJUSTMENT	F A		\$50,000.00	\$50,000.00	
CTY-181	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT	F A		\$50,000.00	\$50,000.00	
CTY-184	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT	F A		\$25,000.00	\$25,000.00	
	185 + 44	<b>ADMINISTRATIVE EXPENSES COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$1,365,684.00</b>	
<b>58TH AVENUE SCHEDULE F TOTAL</b>						<b>\$1,365,684.00</b>	

2/3/2022		58TH AVENUE				
		SCHEDULE G				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
<b>COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>						
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	LS	1	\$24,000.00	\$24,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S PROPOSAL TO METRO WATER RECOVERY, SUBJECT: EAST 58TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
<b>SCHEDULE G TOTAL</b>						<b>\$42,800.00</b>

	2/3/2022	58TH AVENUE				
		58TH AVENUE SCHEDULE H				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		<b>COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE, FRANKLIN STREET TO JUST WEST OF YORK STREET. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	LS	1	\$16,000.00	\$16,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF XCEL'S WATER MAIN RELOCATION IN EAST 58TH AVENUE AT THE FRANKLIN STREET INTERSECTION. (SEE DREXEL BARRELL'S NOVEMBER 16, 2021 PROPOSAL, ATTENTION: DAVID KAMIN, SUBJECT: CIVIL ENGINEERING AND CONSTRUCTION INSPECTION SERVICES 12" WATER MAIN REPLACEMENT EAST 58TH AVENUE – FRANKLIN STREET INTERSECTION)	HR	40	\$110.00	\$4,400.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	300	\$1.00	\$300.00
		<b>58TH AVENUE SCHEDULE H TOTAL</b>				<b>\$20,700.00</b>

	2/3/2022	58TH AVENUE				
		SCHEDULE I				
ITEM NO.	CONTRACT ITEM NO.		UNIT	SUM QUANTITIES	UNIT COST	TOTALS
		COUNTY 58TH AVENUE ROADWAY IMPROVEMENTS				
		REMOVE AND RESET SEWAGE LIFT STATION (COUNTY TO REIMBURSE DISTRICT ONLY)	EA	2	\$30,000.00	\$60,000.00
		<b>SCHEDULE I TOTAL</b>				<b>\$60,000.00</b>

FRANKLIN STREET SCHEDULES SUMMARY		2/3/2022	
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY DISTRICT FRANKLIN STREET SEWER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY XCEL FRANKLIN STREET WATER IMPROVEMENTS TOTAL	\$0.00	\$2,520,141.00	0.000000%
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00		0.000000%
	PERCENT OF PROJECT COST OF IMPROVEMENTS / A+B+C+D +E=		PERCENT OF PROJECT
COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL	\$0.00	\$2,520,141.00	0.0000000%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL	\$1,872,310.00	\$2,520,141.00	74.2938590%
DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL	\$0.00	\$2,520,141.00	0.0000000%
METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL	\$647,831.00	\$2,520,141.00	25.7061410%
XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL	\$0.00	\$2,520,141.00	0.0000000%
TOTAL SCHEDULE A + SCHEDULE B + SCHEDULE C +SCHEDULE D+ SCHEDULE E	\$2,520,141.00		100.000000%
	TOTAL ADMINISTRATIVE EXPENSES MULTIPLIED BY PERCENT OF PROJECT		EQUITABLE SHARE ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF SCH F = [SCH F x SCH A / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH B / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	74.2938590%	\$150,816.53
DISTRICT'S EQUITABLE SHARE OF SCH F = [SCH F x SCH C / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
METRO'S EQUITABLE SHARE OF SCH F = [SCH F x SCH D / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	25.7061410%	\$52,183.47
XCEL'S EQUITABLE SHARE OF SCH F = [SCH F x SCH E / (SCH A + SCH B + SCH C + SCH D + SCH E)]	\$203,000.00	0.0000000%	\$0.00
TOTAL SCHEDULE F		100.000000%	\$203,000.00
	COST OF IMPROVEMENTS	EQUITABLE SHARE ADMINISTRATIVE EXPENSES	COST OF IMPROVEMENTS PLUS EQUITABLE SHARE OF ADMINISTRATIVE EXPENSES
COUNTY'S EQUITABLE SHARE OF PROJECT = SCH A + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$1,872,310.00	\$150,816.53	\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$647,831.00	\$52,183.47	\$700,014.47
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00	\$0.00	\$0.00
<b>TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST</b>	<b>\$2,520,141.00</b>	<b>\$203,000.00</b>	<b>\$2,723,141.00</b>

**FRANKLIN STREET  
SCHEDULES SUMMARY**

2/3/2022

DISTRICT WATER EQUITABLE SHARE OF PROJECT = SCH B + EQUITABLE SHARE OF SCH F	\$2,023,126.53
DISTRICT SEWER EQUITABLE SHARE OF PROJECT = SCH C + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL DISTRICT WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$2,023,126.53</b>
METRO WATER EQUITABLE SHARE OF PROJECT = SCH D + EQUITABLE SHARE OF SCH F	\$700,014.47
SCHEDULE G METRO TO REIMBURSE COUNTY FOR DESIGN FEES	\$46,800.00
<b>ESTIMATED TOTAL METRO WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$746,814.47</b>
XCEL WATER EQUITABLE SHARE OF PROJECT = SCH E + EQUITABLE SHARE OF SCH F	\$0.00
<b>ESTIMATED TOTAL XCEL WILL REIMBURSE COUNTY FOR PROJECT</b>	<b>\$0.00</b>
<b>TOTAL FRANKLIN STREET PROJECT IMPROVEMENTS COST</b>	<b>\$2,769,941.00</b>
<b>ESTIMATED TOTAL COUNTY BUDGET FOR FRANKLIN STREET PROJECT</b>	<b>\$2,769,941.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE A</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE A QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE A AMOUNTS</b>
		<b>COUNTY RESPONSIBILITY FRANKLIN STREET SCHEDULE A TOTAL</b>				



		2/3/2022	FRANKLIN STREET			
		SCHEDULE B				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE B QUANTITIES	UNIT COST	SCHEDULE B AMOUNTS
<b>DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	950	\$9.00	\$8,550.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	190	\$45.00	\$8,550.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	366	\$85.00	\$31,110.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	105	\$100.00	\$10,500.00
# ADMIN: 14 + # ADMIN ITEMS:		<b>DISTRICT RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$58,710.00</b>
<b>DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS</b>						
DW-1	202-NWSWSD-00030	DISCONNECTION AND ABANDONMENT OF EXISTING WATERLINES	EACH	1	\$800.00	\$800.00
DW-2	202-NWSWSD-00031	REMOVE EXISTING FH ASSEMBLY	EACH	6	\$1,600.00	\$9,600.00
DW-4	202-NWSWSD-04200	ABANDON EXISTING GATE VALVE IN PLACE	EACH	15	\$800.00	\$12,000.00
DW-5	619-NWSWSD-000001606T	16 INCH X 6 INCH TEE W/TB	EACH	8	\$2,500.00	\$20,000.00
DW-6	619-NWSWSD-000001608T	16 INCH X 8 INCH TEE W/ TB	EACH	7	\$3,100.00	\$21,700.00
DW-7	619-NWSWSD-0000016B	16 INCH BENDS, ALL ANGLES W/ TB	EACH	4	\$2,750.00	\$11,000.00
DW-8	619-NWSWSD-000007	CONNECTION TO EXISTING PIPELINE	EACH	10	\$3,200.00	\$32,000.00
DW-9	619-NWSWSD-0000134	REMOVE EXISTING AND INSTALL NEW WATER METER PIT AND CURB STOP (3/4 INCH)	EACH	5	\$2,200.00	\$11,000.00
DW-10	619-NWSWSD-000063/4	3/4 INCH TAP RECONNECTION	EACH	5	\$2,000.00	\$10,000.00
DW-11	619-NWSWSD-40060	3/4 INCH COPPER SERVICE PIPE	LF	170	\$30.00	\$5,100.00
DW-12	619-NWSWSD-50647	8 INCH C900 DR18 PVC PIPE	LF	67	\$300.00	\$20,100.00
DW-13	619-NWSWSD-51280	16 INCH C900 DR18 PVC PIPE	LF	2,134	\$450.00	\$960,300.00
DW-14	619-NWSWSD-75048	6 INCH GV AND BOX	EACH	2	\$2,000.00	\$4,000.00
DW-15	619-NWSWSD-75064	8 INCH GV AND BOX	EACH	8	\$2,100.00	\$16,800.00
DW-16	619-NWSWSD-76128	16 INCH BUTTERFLY VALVE AND BOX	EACH	15	\$27,500.00	\$412,500.00
DW-17	619-NWSWSD-77206	6 INCH RESTRAINED COUPLING ADAPTER	EACH	1	\$2,000.00	\$2,000.00
DW-18	619-NWSWSD-77208	8 INCH RESTRAINED COUPLING ADAPTER	EACH	6	\$2,000.00	\$12,000.00
DW-19	619-NWSWSD-78048	FH ASSEMBLY	EACH	6	\$8,500.00	\$51,000.00
DW-20	700-NWSWSD-70610	F/A MINOR CONTRACT REVISIONS - DISTRICT	F A	1	\$200,000.00	\$200,000.00
DW-21						
		<b>DISTRICT RESPONSIBILITY DISTRICT FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>				<b>\$1,813,600.00</b>
		<b>DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE B TOTAL</b>				<b>\$1,872,310.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE C</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE C QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE C AMOUNTS</b>
		<b>DISTRICT RESPONSIBILITY FRANKLIN STREET SCHEDULE C TOTAL</b>				

		2/3/2022	FRANKLIN STREET			
		SCHEDULE D				
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION	UNIT	SCHEDULE D QUANTITIES	UNIT COST	SCHEDULE D AMOUNTS
<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>						
CTY-2	202-00220	REMOVAL OF ASPHALT MAT	SY	723	\$9.00	\$6,507.00
CTY-3	202-00240	REMOVAL OF ASPHALT MAT (PLANING)	SY	218	\$15.00	\$3,270.00
CTY-6	304-06000	AGGREGATE BASE COURSE (CLASS 6)	TON	145	\$45.00	\$6,525.00
CTY-7	403-33841	HOT MIX ASPHALT (GRADING S) (100) (PG 64-22)	TON	279	\$85.00	\$23,715.00
CTY-8	403-34871	HOT MIX ASPHALT (GRADING SX) (100) (PG 76-28)	TON	104	\$100.00	\$10,400.00
	# ADMIN: 14 + # ADMIN ITEMS:	<b>METRO RESPONSIBILITY COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>				<b>\$50,417.00</b>
<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS</b>						
MW-1	202-METRO-00036	REMOVAL OF PIPE (SPECIAL)	LF	2,153	\$38.00	\$81,814.00
MW-2	619-METRO-00010	WATER LINE (SPECIAL)	LS	1	\$25,000.00	\$25,000.00
MW-3	619-METRO-06100	10 INCH DUCTILE IRON PIPE	LF	2,153	\$200.00	\$430,600.00
MW-4	700-METRO-70810	F/A MINOR CONTRACT REVISIONS - METRO	F A	1	\$60,000.00	\$60,000.00
		<b>METRO RESPONSIBILITY METRO FRANKLIN STREET WATER IMPROVEMENTS TOTAL</b>				<b>\$597,414.00</b>
		<b>METRO RESPONSIBILITY FRANKLIN STREET SCHEDULE D TOTAL</b>				<b>\$647,831.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE E</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>	<b>CONTRACT ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>SCHEDULE E QUANTITIES</b>	<b>UNIT COST</b>	<b>SCHEDULE E AMOUNTS</b>
		<b>XCEL RESPONSIBILITY FRANKLIN STREET SCHEDULE E TOTAL</b>				

		2/3/2022	FRANKLIN STREET				
		SCHEDULE F					
ITEM NO.	CONTRACT ITEM NO.	CONTRACT ITEM DESCRIPTION		UNIT	SCHEDULE F QUANTITIES	UNIT COST	SCHEDULE F AMOUNTS
		<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>					
CTY-1	000-00110	ENVIRONMENTAL (NON-FEDERAL AID CONSULTANT)		L S		\$15,000.00	\$15,000.00
CTY-4	203-01597	POTHOLING		HOUR		\$350.00	\$28,000.00
CTY-5	208-00200	EROSION CONTROL MANAGEMENT		L S		\$40,000.00	\$40,000.00
CTY-9	603-00016	TRAFFIC CONTROL (SPECIAL)		L S		\$50,000.00	\$50,000.00
CTY-10	625-00000	CONSTRUCTION SURVEYING		L S		\$20,000.00	\$20,000.00
CTY-11	700-70016	F/A FUEL COST ADJUSTMENT		F A		\$10,000.00	\$10,000.00
CTY-12	700-70019	F/A ASPHALT CEMENT COST ADJUSTMENT		F A		\$10,000.00	\$10,000.00
CTY-13	700-70037	F/A CONTAMINATED SOIL		F A		\$20,000.00	\$20,000.00
CTY-14	700-70589	F/A ENVIRONMENTAL HEALTH & SAFETY MANAGEMENT		F A		\$10,000.00	\$10,000.00
# ADMIN: 14 + # ADMIN ITEMS:		<b>ADMINISTRATIVE EXPENSES COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS TOTAL</b>					<b>\$203,000.00</b>
		<b>FRANKLIN STREET SCHEDULE F TOTAL</b>					<b>\$203,000.00</b>

	2/3/2022	<b>FRANKLIN STREET</b>				
		<b>SCHEDULE G</b>				
<b>ITEM NO.</b>	<b>CONTRACT ITEM NO.</b>		<b>UNIT</b>	<b>SUM QUANTITIES</b>	<b>UNIT COST</b>	<b>TOTALS</b>
		<b>COUNTY FRANKLIN STREET ROADWAY IMPROVEMENTS</b>				
		REIMBURSE COUNTY FOR THE DESIGN OF METRO WATER RECOVERY'S WATER MAIN RELOCATION IN FRANKLIN STREET, SOUTH OF E 58TH AVENUE. (SEE DREXEL BARRELL'S MAY 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	LS	1	\$28,000.00	\$28,000.00
		REIMBURSE COUNTY FOR THE CONSTRUCTION INSPECTION AND OBSERVATION OF METRO WATER RECOVERY'S WATER MAIN RELOCATION CROSSING EAST 58TH AVENUE AT FRANKLIN STREET. (SEE DREXEL BARRELL'S May 25, 2021 PROPOSAL TO METRO WATER RECOVERY, ATTENTION: CRAIG SIMMONDS, SUBJECT: CIVIL ENGINEERING, SURVEYING AND CONSTRUCTION INSPECTION SERVICES 10" WATER MAIN REPLACEMENT FRANKLIN STREET – EAST 58TH AVENUE TO EAST 54TH AVENUE)	HR	160	\$110.00	\$17,600.00
		MILEAGE EXPENSE (MILES AND UNIT COST ARE ESTIMATED - ONLY ACTUAL BILLED)	EA	1,200	\$1.00	\$1,200.00
		<b>SCHEDULE G TOTAL</b>				<b>\$46,800.00</b>








# 20220203 z AdCo Metro IGA with A C D Schs

Final Audit Report

2022-02-09

Created:	2022-02-03
By:	Brittany Peshek (bpeshek@mwr.dst.co.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGY1CIG0a2E3UynoGKCZ4cg0feYE5kNii

## "20220203 z AdCo Metro IGA with A C D Schs" History

-  Document created by Brittany Peshek (bpeshek@mwr.dst.co.us)  
2022-02-03 - 9:13:31 PM GMT- IP address: 98.43.38.79
-  Document emailed to Emily Jackson (ejackson@metrowaterrecovery.com) for signature  
2022-02-03 - 9:15:34 PM GMT
-  Email viewed by Emily Jackson (ejackson@metrowaterrecovery.com)  
2022-02-04 - 5:04:37 AM GMT- IP address: 172.225.198.123
-  Document e-signed by Emily Jackson (ejackson@metrowaterrecovery.com)  
Signature Date: 2022-02-07 - 12:33:23 PM GMT - Time Source: server- IP address: 174.29.120.126
-  Document emailed to William Conway (mconway@metrowaterrecovery.com) for signature  
2022-02-07 - 12:33:26 PM GMT
-  Email viewed by William Conway (mconway@metrowaterrecovery.com)  
2022-02-08 - 4:42:54 AM GMT- IP address: 104.28.50.114
-  Document e-signed by William Conway (mconway@metrowaterrecovery.com)  
Signature Date: 2022-02-09 - 1:26:22 AM GMT - Time Source: server- IP address: 71.196.146.233
-  Agreement completed.  
2022-02-09 - 1:26:22 AM GMT



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Amendment to the 2022 Fee Schedule to Add and Update Fees
<b>FROM:</b> Jenni Grafton Hall, Director; Chase Evans, Deputy Director; Jen Rutter, Planning & Development Manager
<b>AGENCY/DEPARTMENT:</b> Community & Economic Development
<b>HEARD AT STUDY SESSION ON:</b> April 12, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approve an amendment to the 2022 Fee Schedule to add and update fees.

### **BACKGROUND:**

On April 12, 2022, at a Study Session with the Board of County Commissioners, staff presented proposed amendments to the County's fee schedule to add and update fees for certain new permit applications to ensure that the fees imposed are not detrimental to compliance and reflects the amount of staff time needed to process the permit. The following permits did not have fees for application or review: Special District and Change in Use (Zoning). The fees for the following permits will be updated: Temporary Use Permit for Inert Fill and Conceptual Review Meeting for Oil & Gas development.

Staff also presented an administrative fee waiver request process, which requires authorization from the Adams County Executive Leadership Team for the Director of Community and Economic Development to approve the request. To be eligible for the administrative fee waiver request process, one or more of the following criteria must be met:

- The fee waiver request is submitted by an applicant that is a Governmental Entity or Quasi-Governmental Entity that provides similar fee waiver process to other Governmental Entities or Quasi-Governmental Entities, including the County;
- Public health, safety, or the general welfare is protected and promoted by granting the fee waiver; or,
- The fee waiver corrects an error by the County in the administration of the Development Standards and Regulations.



**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Attorney’s Office  
Budget & Finance

**ATTACHED DOCUMENTS:**

Exhibit A - Amendment to the 2022 Fee Schedule  
Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AN AMENDMENT TO THE ADAMS COUNTY 2022 FEE  
SCHEDULE TO ADD AND UPDATE FEES

WHEREAS, the Board of County Commissioners, County of Adams, State of Colorado, has determined that it is prudent to create a Fee Schedule to provide efficiency, economy, and uniformity in establishing and adjusting fees charged by Adams County into one abbreviated schedule; and,

WHEREAS, Adams County previously adopted the 2022 Fee Schedule for all County fees on November 16, 2021; and,

WHEREAS, fees set forth in the Fee Schedule may be added to or amended periodically by adoption of a resolution; and,

WHEREAS, in reviewing the 2022 Fee Schedule, the Community and Economic Development Department has recommended updates to the Fee Schedule including adding fees to permits that do not currently have fees and reducing some fees to ensure the fee imposed is not detrimental to compliance; and,

WHEREAS, the Community and Economic Development Department has also recommended adding a waiver process to the Fee Schedule which includes criteria to approve a wavier, including a mutual fee waiver for governmental entities intended to foster cooperation and efficiency among our communities; and,

WHEREAS, the fees set forth in the amended Fee Schedule are reasonably calculated to compensate Adams County for services provided to individuals paying said fees; and,

WHEREAS, the amendments to the Fee Schedule are reflected in the attached Exhibit A; and,

WHEREAS, except for the amendments in Exhibit A, the 2022 Fee Schedule adopted on November 16, 2021 remains in full effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the amendment to the 2022 Fee Schedule as described in the attached Exhibit "A" is hereby approved.

## Exhibit A

### Planning and Development Services Fees (amended June 2022) Community and Economic Development Department

<b>Make checks payable to Adams County</b>			
<i>*Resubmittal Fee: The fees shown are for the first <u>round</u> of review, which includes three individual reviews. A new fee calculated as 20% of the initial fee shall be required for the next <u>round</u> of up to three reviews.</i>			
<b>Project Type</b>	<b>Description</b>	<b>Initial Application Fee</b>	<b>Resubmittal Fee* (20%)</b>
Special District	Application 3 <sup>rd</sup> Party Financial Review	\$500 \$7,500 maximum	NA NA
Change in Use Permit (Zoning)		\$100	NA
Temporary Use Permit	Inert Fill	\$500	\$100
Conceptual Review Meeting	Oil & Gas	\$1,000	NA

A request for a fee waiver may be submitted to the Director of Community and Economic Development under certain circumstances. To be eligible for consideration of a fee waiver, one or more of the following criteria must be satisfied:

- The request for fee waiver is submitted by an applicant that is a governmental entity or quasi-governmental entity that provides a similar fee waiver process to other governmental entities or quasi-governmental entities, including Adams County;
- The health, safety, or general welfare of the public is protected and promoted by granting the fee waiver; or,
- The fee waiver corrects an error by the County in the administration of the Development Standards and Regulations.

The Director of Community and Economic Development shall evaluate and refer the fee waiver request to the Adams County Executive Leadership Team, which shall provide authorization to the Director to administer the fee waiver upon request.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving Right-of-Way Agreement between Adams County and James J. Johnson and Jackie L. Hawkes for property necessary for the Calhoun-Byers Road Bridge over West Bijou Creek Improvements Project
<b>FROM:</b> Brian Staley, P.E., PTOE, RSP, Director of Public Works Janet Lundquist, Deputy Director of Public Works
<b>AGENCY/DEPARTMENT:</b> Public Works
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the right-of-way agreement for acquisition of property interests needed for the Calhoun-Byers Road Bridge over West Bijou Creek Improvements Project.

### **BACKGROUND:**

Adams County is in the process of acquiring property interests Calhoun-Byers Road Bridge over West Bijou Creek Improvements Project. The intention of this Project is to identify and improve the overall bridge and associated infrastructure including channel improvements, roadside improvements, scour mitigation, and floodplain impacts in the area. Attached is a copy of the right-of-way agreement between Adams County and James J. Johnson and Jackie L. Hawkes for acquisition of the property interests in the amount of \$82,300.00. The attached resolution allows the County to acquire ownership of the property interests needed for the use of the public and provide the necessary documents to close on the property.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Adams County Public Works, Office of the County Attorney and Adams County Board of County Commissioners.

### **ATTACHED DOCUMENTS:**

Draft resolution  
Right-of-Way Agreement

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3056

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9135	30562201	\$15,000,000
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$15,000,000</b></u>

**New FTEs requested:**                     **YES**                     **NO**

**Future Amendment Needed:**         **YES**                     **NO**

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING RIGHT-OF-WAY AGREEMENT BETWEEN  
ADAMS COUNTY AND JAMES J. JOHNSON AND JACKIE L. HAWKES  
FOR PROPERTY NECESSARY FOR THE CALHOUN-BYERS ROAD BRIDGE OVER  
WEST BIJOU CREEK IMPROVEMENTS PROJECT IN THE AMOUNT OF \$ 82, 300.00

WHEREAS, Adams County is in the process of acquiring right-of-way and easements for the Calhoun-Byers Road Bridge over West Bijou Creek Improvements Project (“Project”); and,

WHEREAS, the intention of this Project is to identify and improve the overall bridge and associated infrastructure including channel improvements, roadside improvements, scour mitigation, and floodplain impacts in the area (“Improvements”); and,

WHEREAS, this right-of-way acquisition is a portion of 7401 Calhoun-Byers Road located in the Southeast Quarter of Section 34, Township 2 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado, and owned by James J. Johnson and Jackie L. Hawkes, (“Parcel 1”); and,

WHEREAS, Adams County requires ownership of Parcel 1 for construction of the street improvements; and,

WHEREAS, James J. Johnson and Jackie L. Hawkes are willing to sell Parcel 1 to Adams County under the terms and conditions of the attached Right-of-Way Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the attached Right-of-Way Agreement between Adams County and James J. Johnson and Jackie L. Hawkes, a copy of which is attached hereto and incorporated herein by this reference, be and hereby is approved.

BE IT FURTHER RESOLVED that the Chair of the Board of County Commissioners is hereby authorized to execute said Right-of-Way Agreement on behalf of Adams County.

## Right-of-Way Agreement

This Agreement is made and entered into by and between **JAMES J. JOHNSON AND JACKIE L. HAWKES** whose address is 7399 Calhoun-Byers Road, Byers, Colorado 80103, County of Adams and State of Colorado, (“Owner”), and the **COUNTY OF ADAMS**, State of Colorado, a body politic, who address is 4430 South Adams County Parkway, Brighton, Colorado, 80601 (“County”) for the conveyance of rights-of-way on property located at **7401 Calhoun Byers Road**, hereinafter (the “Property”) for the Calhoun-Byers Road Bridge over West Bijou Creek Project (the “Project”). The legal description and conveyance documents for the interests on said Property are set forth in **Exhibit A** attached hereto and incorporated herein by this reference.

The compensation agreed to by the Owner and the County for the acquisition of the Property interests described herein is **EIGHTY-TWO THOUSAND THREE HUNDRED AND NO/100 DOLLARS (\$82,300.00)**, including the performance of the terms of this Agreement, the sufficiency of which is hereby acknowledged. The parties further agree that the consideration shall consist of \$22,285.00 for the conveyance of road right-of-way, \$53,740.00 for the conveyance of permanent easement and \$6,275.00 for tree removal. This consideration has been agreed upon and between the parties as the total just compensation due to the Owner and the consideration shall be given and accepted in full satisfaction of this Agreement.

In consideration of the above premises and the mutual promise and covenants below, the Owner and the County agree to the following:

1. The Owner hereby warrants that the Owner is the sole Owner of the Property, that the Owner owns the Property in fee simple subject only to matters of record and that the Owner has the power to enter into this Agreement.
2. The Owner agrees to execute and deliver to the County the attached conveyance documents on the property upon tender by the County of a warrant (check) for the compensation agreed upon as soon as possible following the execution of this agreement.
3. The Owner hereby irrevocably grants to the County possession and use of the property interests on the Property upon execution of this Agreement by the Owner and the County. This grant of possession shall remain in effect with respect to the Property until such time as the County obtains from the Owner the attached conveyance documents.
4. The Owner agrees to pay all taxes due on the Property (pro-rated through the date the Property is conveyed to the County for the current tax year) prior to tender by the County.
5. The County through its contractor shall assure that reasonable access shall be maintained to the Owner’s property at all times for ingress and egress. If necessary,

any full closure of access shall be coordinated between the contractor and the Owner and/or its agent.

6. The County will remove tree branches from a tree at the new northwest field drive access, and remove approximately 7-8 trees located in the acquisition area. But the County has agreed to reimburse the owner the contributory value of the lost trees.
7. The County has also agreed to reset permanent barbed-wire fencing along the new right-of-way line (including across the creek channel) and install northwest field access driveway with steel gate and made a part of this Agreement.
8. The Owner has entered into this Agreement acknowledging that the County has the power of eminent domain and required the Property for a public purpose.
9. If the Owner fails to consummate this agreement for any reason, except the County's default, the County may at its option, enforce this agreement by bringing an action against the Owner for specific performance.
10. This Agreement contains all agreements, understandings and promises between the Owner and the County, relating to the Project and shall be deemed a contract binding upon the Owner and County and extending to the successors, heirs and assigns.
11. The Owner shall be responsible for reporting proceeds of the sale to taxing authorities, including the submittal of Form 1099-S with the Internal Revenue Service, if applicable.
12. This Agreement has been entered into in the State of Colorado and shall be governed according to the laws thereof.

**Owner:**

By:   
JAMES J. JOHNSON

By:   
JACKIE L. HAWKES

Date: 5/13/2022

Date: 5-13-2022

Approved:

BOARD OF COUNTY COMMISSIONERS-COUNTY OF ADAMS, STATE OF COLORADO

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

Approved as to Form:

  
County Attorney



**EXHIBIT " A "**

**RIGHT-OF-WAY: RW-1  
DATE: OCTOBER 28, 2021**

**DESCRIPTION**

A tract or parcel of land No. RW-1 containing 1.279 acres, more or less, located in the Southeast Quarter of Section 34, Township 2 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; said tract or parcel of land being more particularly described as follows:

BEGINNING at the East Quarter Corner of said Section 34;

1. Thence along east line of the Southeast Quarter of said Section 34, South 00°37'33" East, a distance of 966.35 feet;
2. Thence South 89°22'27" West, a distance of 30.00 feet;
3. Thence North 11°56'09" West, a distance of 152.97 feet to a point being 60.00 feet distant westerly by perpendicular measurement from the east line of the Southeast Quarter of said Section 34;
4. Thence parallel with the east line of the Southeast Quarter of said Section 34, North 00°37'33" West, a distance of 815.75 feet to the north line of the Southeast Quarter of said Section 34;
5. Thence along the north line of the Southeast Quarter of said Section 34, North 88°47'58" East, a distance of 60.00 feet to the to the POINT OF BEGINNING.

The above described tract or parcel of land contains 55,713 sq. ft. (1.279 Ac), more or less.

All lineal distances are represented in U.S. Survey Feet.

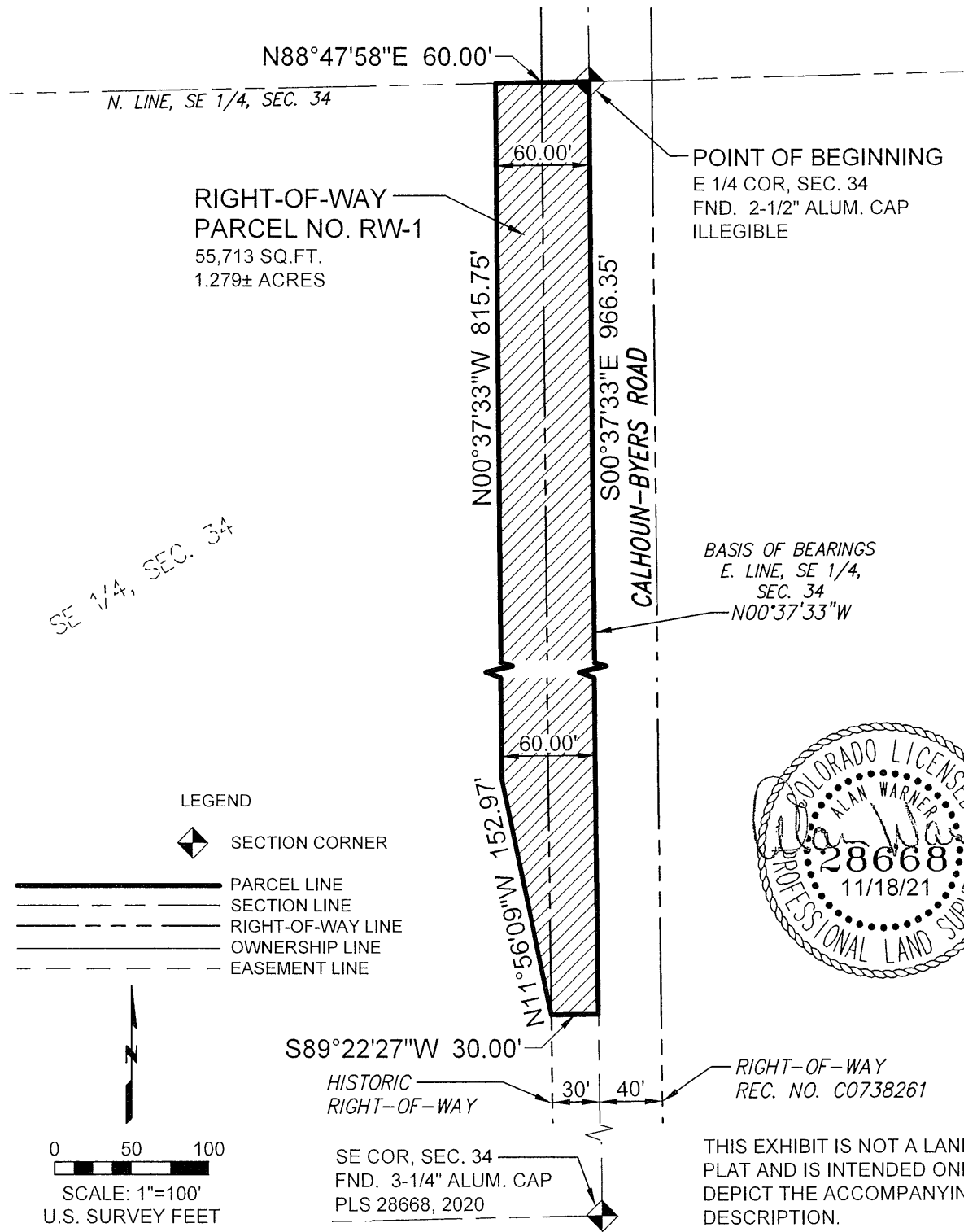
Basis of Bearings: Bearings are based on a grid bearing of N 00°37'33" W, from the Southeast Corner of Section 34, Township 2 South, Range 61 West of the 6th P.M., being a 3-1/4 inch Aluminum Cap marked PLS 28668, 2020, to the East Quarter Corner of Section 35, Township 2 South, Range 61 West of the 6th P.M., being a 2-1/2 inch illegible Aluminum Cap.

Prepared by:  
Alan Warner, PLS No. 28668  
For and on behalf of Farnsworth Group, Inc.  
5613 DTC Pkwy, Suite 1100  
Greenwood Village, CO 80111  
303-692-8838



# EXHIBIT "A"

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**EXHIBIT " A "**

**PERMANENT EASEMENT: PE-1**

**DATE: OCTOBER 28, 2021**

**DESCRIPTION**

A Permanent Easement No. PE-1 containing 3.427 acres, more or less, located in the Southeast Quarter of Section 34, Township 2 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; said permanent easement being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 34; Thence along the north line of the Southeast Quarter of said Section 34, South 88°47'58" West, a distance of 60.00 feet to the POINT OF BEGINNING;

1. Thence parallel with the east line of the Southeast Quarter of said Section 34, South 00°37'33" East, a distance of 269.25 feet;
2. Thence South 89°22'27" West, a distance of 263.81 feet;
3. Thence North 68°22'41" West, a distance of 501.41 feet;
4. Thence North 00°37'39" West, a distance of 72.11 feet to the north line of the Southeast Quarter of said Section 34;
5. Thence along the north line of the Southeast Quarter of said Section 34, North 88°47'58" East, a distance of 727.93 feet to the to the POINT OF BEGINNING.

The above described tract or parcel of land contains 149,279 sq. ft. (3.427 Ac), more or less.

All lineal distances are represented in U.S. Survey Feet.

Basis of Bearings: Bearings are based on a grid bearing of N 00°37'33" W, from the Southeast Corner of Section 34, Township 2 South, Range 61 West of the 6th P.M., being a 3-1/4 inch Aluminum Cap marked PLS 28668, 2020, to the East Quarter Corner of Section 35, Township 2 South, Range 61 West of the 6th P.M., being a 2-1/2 inch illegible Aluminum Cap.

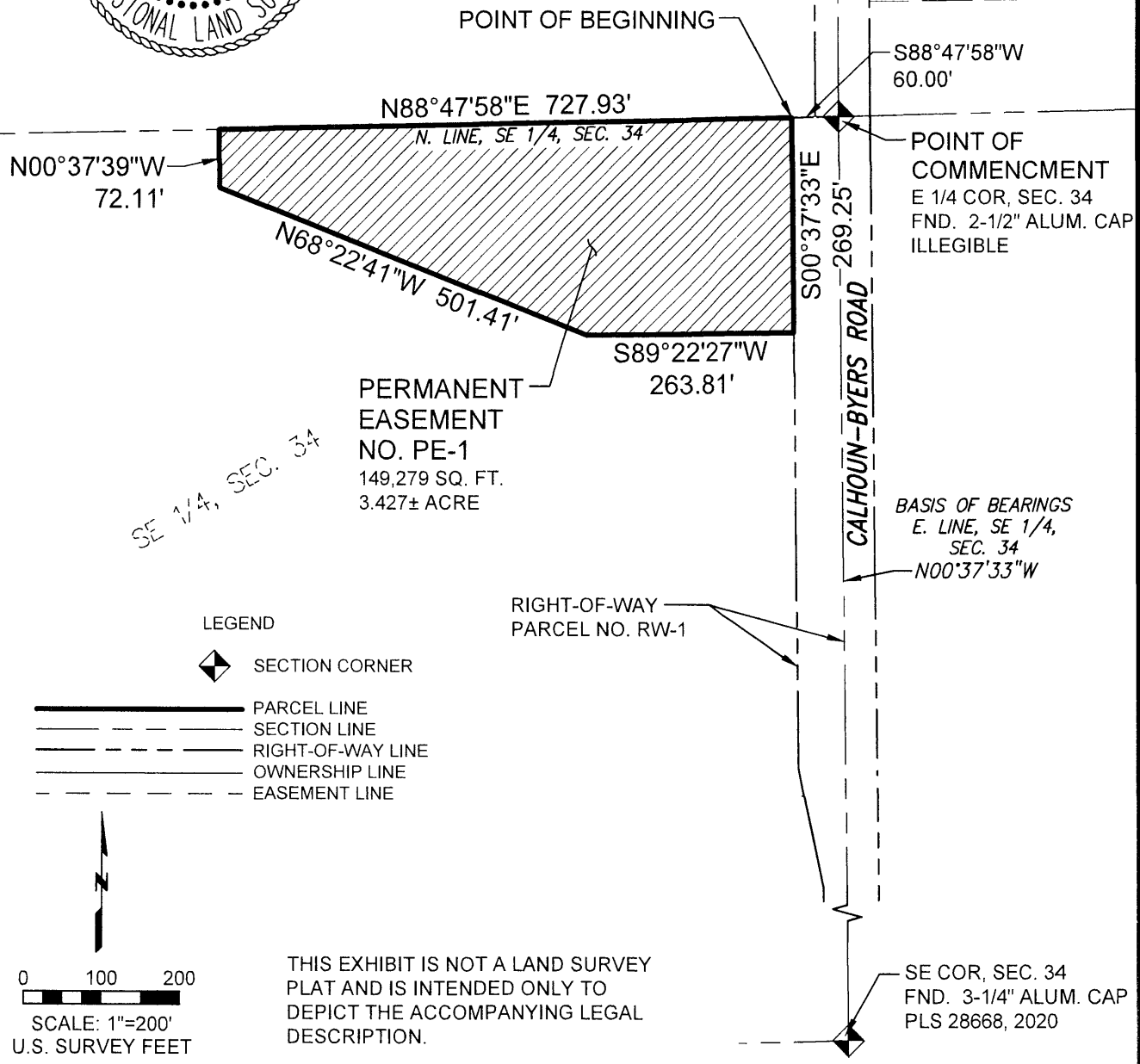
Prepared by:  
Alan Warner, PLS No. 28668  
For and on behalf of Farnsworth Group, Inc.  
5613 DTC Pkwy, Suite 1100  
Greenwood Village, CO 80111  
303-692-8838



# EXHIBIT "A"



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**Farnsworth GROUP**  
5613 DTC PARKWAY, SUITE 1100  
GREENWOOD VILLAGE, COLORADO 80111  
(303) 692-8838 / info@f-w.com

PERMANENT EASEMENT NO. PE-1  
SE 1/4, SEC. 34, T. 2 S., R. 61 W., 6TH P.M.  
ADAMS COUNTY, COLORADO

Project No: 0210825.00  
Drawn by: DJM  
Approved: DAB/AGW  
Date: 10/06/2021  
Revised: 10/28/2021

**EXHIBIT " A "**

**TEMPORARY EASEMENT: TE-1**

**DATE: OCTOBER 28, 2021**

**DESCRIPTION**

A Temporary Easement No. TE-1 containing 0.503 acres, more or less, located in the Southeast Quarter of Section 34, Township 2 South, Range 61 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado; said temporary easement or parcel of land being more particularly described as follows:

COMMENCING at the East Quarter Corner of said Section 34; Thence along the north line of the Southeast Quarter of said Section 34, South 88°47'58" West, a distance of 60.00 feet; Thence parallel with the east line of the Southeast Quarter of said Section 34, South 00°37'33" East, a distance of 269.25 feet to the POINT OF BEGINNING;

1. Thence continuing parallel with the east line of the Southeast Quarter of said Section 34, South 00°37'33" East, a distance of 546.50 feet;
2. Thence South 11°56'09" East, a distance of 34.79 feet;
3. Thence South 78°03'51" West, a distance of 3.00 feet;
4. Thence North 11°56'09" West, a distance of 274.74 feet;
5. Thence North 00°37'33" West, a distance of 311.79 feet;
6. Thence North 89°22'27" East, a distance of 50.00 feet to the POINT OF BEGINNING.

The above described tract or parcel of land contains 21,922 sq. ft. (0.503 Ac), more or less.

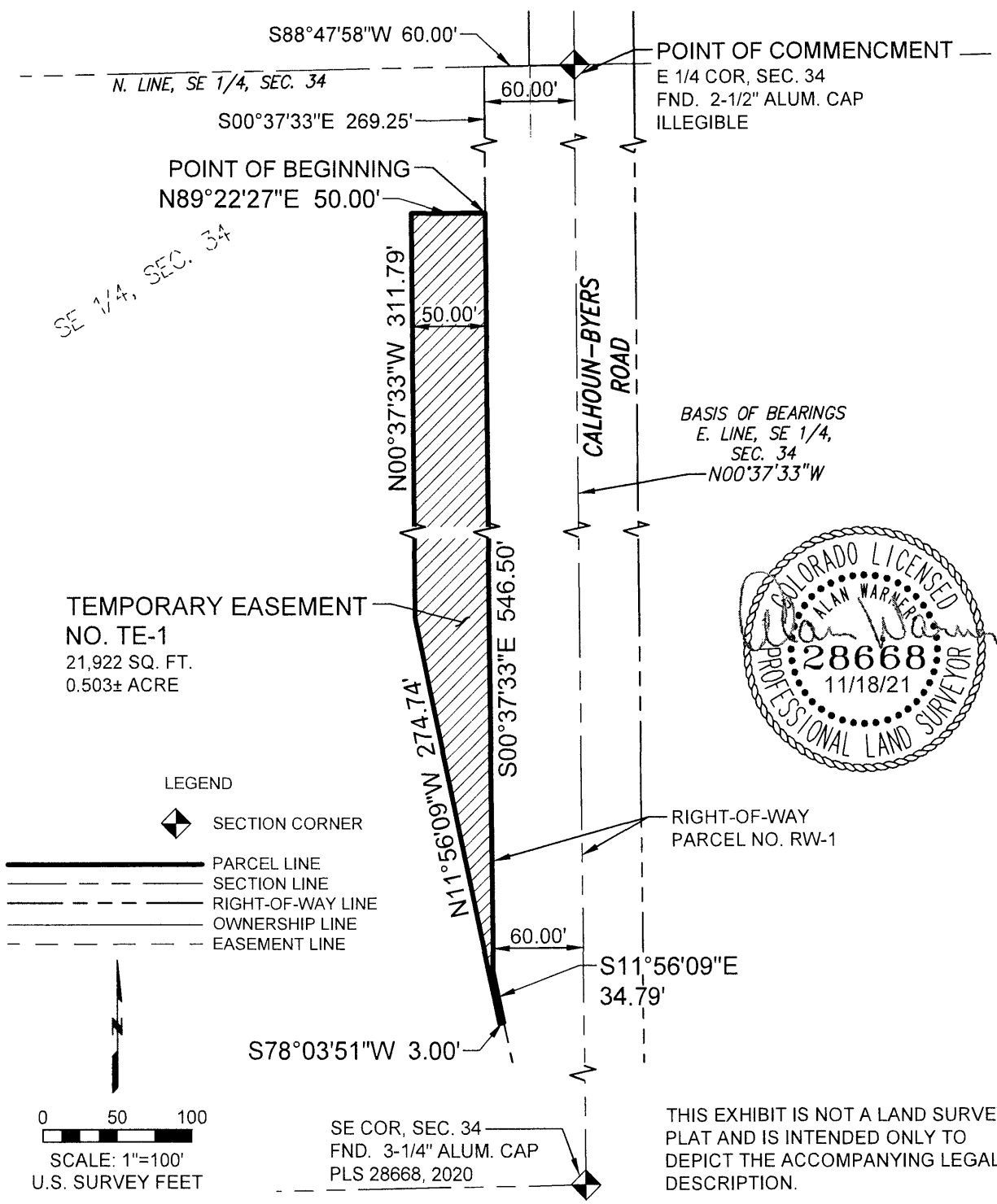
All lineal distances are represented in U.S. Survey Feet.

Basis of Bearings: Bearings are based on a grid bearing of N 00°37'33" W, from the Southeast Corner of Section 34, Township 2 South, Range 61 West of the 6th P.M., being a 3-1/4 inch Aluminum Cap marked PLS 28668, 2020, to the East Quarter Corner of Section 35, Township 2 South, Range 61 West of the 6th P.M., being a 2-1/2 inch illegible Aluminum Cap.

Prepared by:  
Alan Warner, PLS No. 28668  
For and on behalf of Farnsworth Group, Inc.  
5613 DTC Pkwy, Suite 1100  
Greenwood Village, CO 80111  
303-692-8838

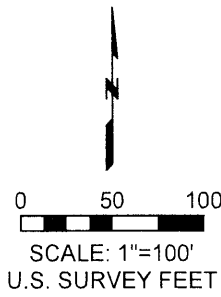


# EXHIBIT "A"



**TEMPORARY EASEMENT  
NO. TE-1**  
21,922 SQ. FT.  
0.503± ACRE

**LEGEND**  
 SECTION CORNER  
 PARCEL LINE  
 SECTION LINE  
 RIGHT-OF-WAY LINE  
 OWNERSHIP LINE  
 EASEMENT LINE



THIS EXHIBIT IS NOT A LAND SURVEY PLAT AND IS INTENDED ONLY TO DEPICT THE ACCOMPANYING LEGAL DESCRIPTION.

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**Farnsworth**  
GROUP  
5613 DTC PARKWAY, SUITE 1100  
GREENWOOD VILLAGE, COLORADO 80111  
(303) 692-8838 / info@f-w.com

SE COR, SEC. 34  
FND. 3-1/4" ALUM. CAP  
PLS 28668, 2020

TEMPORARY EASEMENT NO. TE-1  
SE 1/4, SEC. 34, T. 2 S., R. 61 W., 6TH P.M.  
ADAMS COUNTY, COLORADO

Project No:	0210825.00
Drawn by:	DJM
Approved:	DAB/AGW
Date:	10/06/2021
Revised:	10/28/2021
2 of 2	



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution Approving Employee Manual Updates
<b>FROM:</b> Debbie Hearty, Director
<b>AGENCY/DEPARTMENT:</b> People and Culture and County Attorney's Office
<b>HEARD AT STUDY SESSION ON:</b> May 25, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the resolution.

### **BACKGROUND:**

Adams County People and Culture in consultation with the County Attorney's Office and the Senior Leadership Team has determined that employee manual, section 2.1(2) Remote Work should be updated to reflect:

- 1- Extensive employee input
- 2- The changing word of work since March 2020
- 3- Lessons learned since the policy was last modified in spring of 2020
- 4- To ensure Adams County remains competitive in the current job market.

The revisions add clarity and job-function classifications designed to increase consistency, expand flexibilities without compromising core business needs, and will add to our employee value proposition.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:** People and Culture and the County Attorney's Office and the Senior Leadership Team

### **ATTACHED DOCUMENTS:**

Resolution

Adams County Employee Manual Policy 2.1 (2) Remote Work as amended

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

**Fund:**

**Cost Center:**

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> <hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENTS TO THE ADAMS COUNTY EMPLOYEE  
MANUAL

WHEREAS, the Board of County Commissioners has previously adopted the Adams County Employee Manual (“Employee Manual”) which contains the official personnel policies and procedures pertaining to employees of Adams County as defined in the Employee Manual; and,

WHEREAS, the Board of County Commissioners has reserved the right to change or amend the Employee Manual at any time at its discretion; and

WHEREAS, the Board of County Commissioners has reviewed the Employee Manual and has determined that it is necessary to clarify and/or amend certain policies; and,

WHEREAS, necessary clarifications and/or changes have been made to the following policies, which are on file with Adams County People and Culture and on the County’s intranet site, and which are incorporated herein by reference as Exhibit A:

2.1 (2) Remote Work

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado that the amendments to the Adams County Employee Manual, which are on file with Adams County People and Culture and on the County’s intranet site and incorporated herein by reference as Exhibit A, are hereby approved, and the Adams County Employee Manual is amended accordingly.

BE IT FURTHER RESOLVED that the effective date of these amendments to the Adams County Employee Manual is June 14, 2022.

## 2.1(2) Remote Work

This policy applies to all employees as described.

### POLICIES AND PROCEDURES

Remote work is a work arrangement, which permits an eligible employee to work from a remote location during the regular workday instead of commuting to the workplace.

Remote work arrangements do not change the basic terms and conditions of employment as an Adams County employee. Remote work is not a universal employee benefit; it is an alternative method of meeting the needs of the organization. Department Directors and elected officials, or their designees, will determine the classification of all positions based on function and needs of the county.

#### Role Classification Definitions and Criteria

- A. Onsite:** Job duties and expectations require employee to be regularly scheduled onsite.

The job requires any of the following criteria on a daily basis:

- Face-to-face personal contact required
- Hands-on operation of equipment, vehicles, or other onsite assets
- Direct physical handling of secure materials
- Activities dependent on a physical presence

- B. Hybrid:** Job duties and expectations allow for onsite and remote work scheduled every week. Employees in this classification are regularly scheduled onsite one (1) to four (4) days per week based on the County needs and as determined by Department Director. Hybrid classified roles can be onsite more than the set minimum based on employee preference.

This classification requires:

- High quality service can be maintained while working a hybrid schedule
- A significant percentage of work can be done remotely
- Onsite collaboration is necessary at some regularly scheduled frequency
- A portion of role has onsite requirements (rotating front desk coverage, regularly scheduled collaborations/ presentations/public meetings)

## 2.1(2) Remote Work (continued)

**C. Remote First:** Job duties and expectations require very limited to no time in the office. There may be scheduled infrequent exceptions which require the employee to be onsite.

This classification requires:

- High quality service can be maintained while working a remote schedule
- More than ninety percent (90%) of the job requirements can be done remotely
- An employee needs to come in for infrequent events including but not limited to; taking a LEAD class, attending or giving one-time presentations, attending monthly or quarterly team meetings, team retreats and/or celebrations

### Infrequent Remote Work

There may be times when an employee can work remotely outside of the above definitions. This could be based on unique department or employee needs, or due to severe weather (for example, if weather conditions create unsafe driving conditions) and encompasses an occasional work from home schedule, such as one time every month. Infrequent telework requires advance supervisor approval before the requested remote workday. Supervisors shall determine the possibility of infrequent remote work based on the department needs, team needs and employee needs (for example, if the request leaves a shift uncovered, the request will likely be denied).

### General Guidelines

- Remote work classification may be adjusted by the County at any time with advance notice.
- Employee's salary, job responsibilities, benefits, and County-sponsored insurance coverage do not change because of remote work. Employees working in one of these arrangements shall abide by the same County policies, timesheet recording, Drug Use Policy, and federal regulations (particularly the Fair Labor Standards Act) as work done on County premises.
- All non-exempt remote working employees are required to track and record any and all time worked from a remote site as they would when working on County premises. Employees and their supervisors must comply with the law and policies regarding overtime.
- Employees must be available by phone or other communication methods (e.g., email) during scheduled work hours and schedules shall be set with approval of

## **2.1(2) Remote Work (continued)**

Department Directors or designees. The method(s) of communication used should be as reliable and dependable as on-site communication; for example, they may be required to have a high-speed bandwidth (cable/DSL/satellite) connection.

- If an employee working remotely is absent or tardy for the scheduled workday, the Department Director or elected official, or their designee, must be notified just as if the employee were scheduled to work in the on-site office that day. Appropriate leave time shall be submitted.

### **Additional Tools for Remote Work**

Please refer to the *Remote Working Checklist* available on MyAdams for specific employee/supervisor guidance in setting up remote work for success.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Resolution approving the 2022 Colorado Space Port Master Plan
<b>FROM:</b> Jeff Kloska, A.A.E., Colorado Air and Space Port Director
<b>AGENCY/DEPARTMENT:</b> Colorado Air and Space Port
<b>HEARD AT STUDY SESSION ON</b> February 8, 2022
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners Approve the 2022 Spaceport Master Plan for the Colorado Air and Space Port.

### **BACKGROUND:**

On August 17<sup>th</sup>, 2018 the Federal Aviation Administration's Office of Commercial Space issued a launch site license to Adams County and Front Range Airport's name was officially changed to Colorado Air and Space Port (CASP).

For CASP to be successful, it was determined that a Spaceport Master Plan was required to lay out the necessary steps forward to ensure alignment with industry best practices, and to develop more measurable, clearly defined and implementable goals. To achieve this, Adams County, Colorado selected Kimley Horn on May 22<sup>nd</sup>, 2020 through a competitive RFP process to complete the Spaceport Master Plan.

After a thorough planning process, which included public meetings, technical committee meetings, and significant involvement from various departments within Adams County, Kimley Horn completed the plan in December of 2021 and presented it to the Adams County Board of Commissioners in Study Session on February 8<sup>th</sup>, 2022.

### **AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Managers Office  
Colorado Air and Space Port  
Community and Economic Development

### **ATTACHED DOCUMENTS:**

Spaceport Master Plan  
Presentation

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b>
<b>Cost Center:</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/>

New FTEs requested:             YES             NO

Future Amendment Needed:     YES             NO

**Additional Note:**

Budget will be requested as needed as implementation of the plan moves forward

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE 2022 COLORADO SPACEPORT MASTER PLAN

Resolution 2022-

WHEREAS, Adams County, Colorado owns and operates the Colorado Air and Space Port; and,

WHEREAS, on August 17, 2018, the Federal Aviation Administration (FAA) issued a launch site license to Adams County, Colorado and Adams County officially changed the facility's name from Front Range Airport to Colorado Air and Space Port (CASP); and,

WHEREAS, on May 22, 2020 Adams County selected Kimley Horn through a competitive RFP process to complete a Spaceport Master Plan to lay out the necessary steps forward to ensure alignment with industry best practices, and to develop more measurable, clearly defined, and implementable goals; and,

WHEREAS, Kimley Horn completed the Spaceport Master Plan and presented it to the Board of County Commissioners in Study Session on February 8<sup>th</sup>, 2022; and,

WHEREAS, the County intends to support such actions, projects, and programs to ensure the successful attainment of the goals laid forth in the Spaceport Master Plan; and,

WHEREAS, the adoption of the Spaceport Master Plan supports the Board of County Commissioners' Strategic Planning Goals; and,

WHEREAS, the Colorado Air and Space Port will work closely with all applicable county departments and divisions to pursue the goals laid forth in the Spaceport Master Plan.

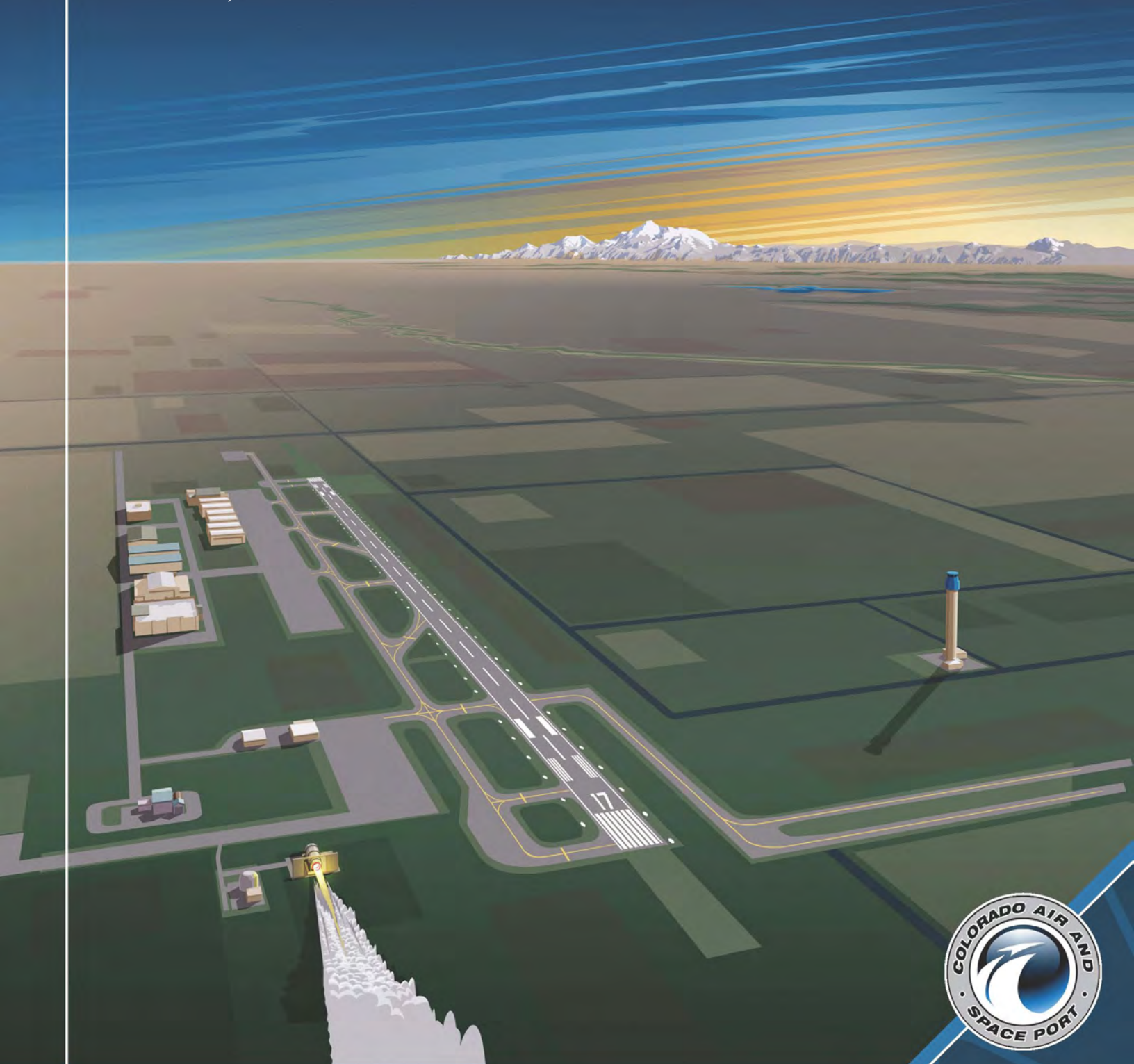
NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, County of Adams, State of Colorado, that the 2022 Colorado Spaceport Master Plan, a copy of which is attached hereto and incorporated herein by reference, be approved.

WORKING DRAFT (10/21/2020) - NOT FOR PUBLIC RELEASE

# Colorado Air and Space Port

# Spaceport Master Plan

December 15, 2021







# COLORADO AIR AND SPACE PORT SPACEPORT MASTER PLAN

Prepared for:

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5200 Front Range Parkway  
Watkins, CO 80137

Prepared by:

---



4582 South Ulster Street  
Denver, CO 80237

In collaboration with:

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Chapter 1

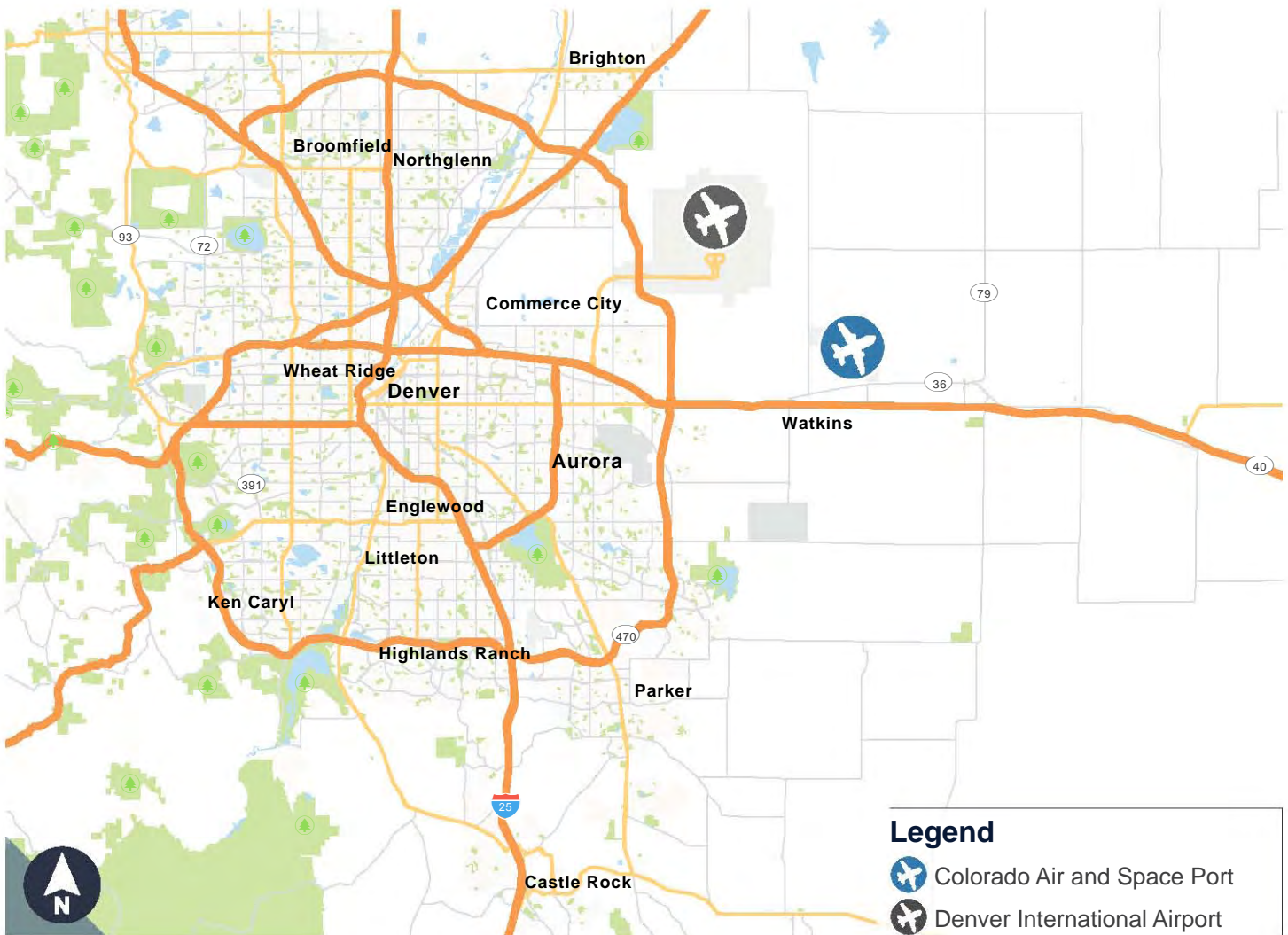
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# Introduction

# INTRODUCTION

The Colorado Air and Space Port (CASP or CFO) is one of 12 Federal Aviation Administration (FAA) licensed commercial launch sites in the United States and one of nine that can support horizontal launch and landing activities. The facility, formerly named Front Range Airport (FTG), consists of 3,349-acres and is located in Adams County, Colorado in the northeast quadrant of the Denver metropolitan area (see **Figure 1**). Approximately 85-acres of the entire facility have been developed. Non-developed areas consist of relatively flat, agricultural, land covered with prairie grass and a sparse collection of trees. Landside development at the CASP includes a terminal building, fixed base operator (FBO) facilities, an aerospace test facility, and aircraft hangar facilities. The CASP is approximately 7 miles southeast of the Denver International Airport (DEN) and is designated as a General Aviation (GA) – Reliever Airport in the FAA’s National Plan of Integrated Airport Systems (NPIAS).

**Figure 1-1. Vicinity Map**



Source: Kimley-Horn

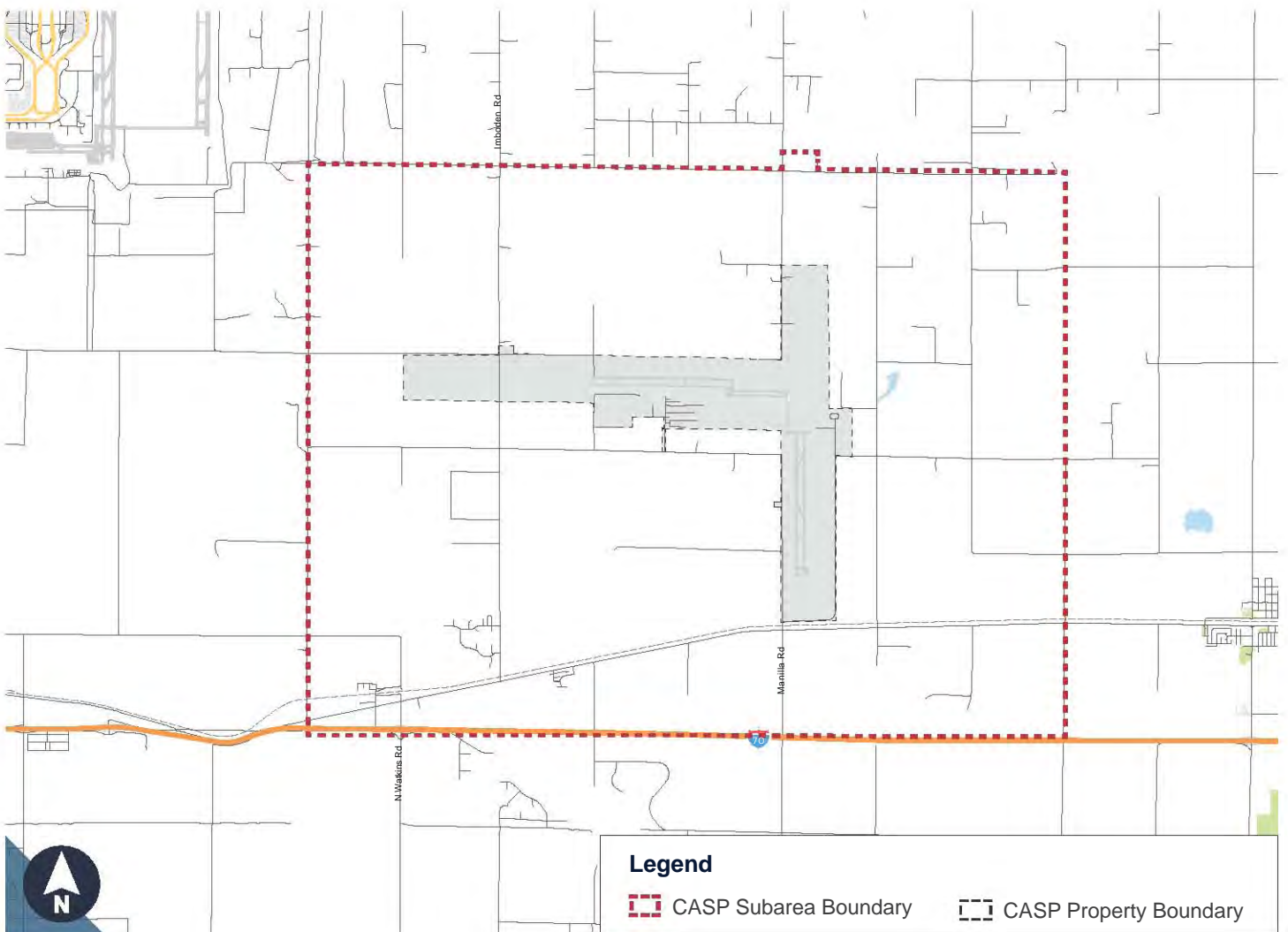


## Purpose of the Spaceport Master Plan

The purpose of a Spaceport Master Plan is to supplement existing airport master planning documents with spaceport specific elements. The goal of an traditional Airport Master Plan is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand, while considering potential environmental and socioeconomic impacts. While CASP updates its Airport Master Plan on regular intervals, the focus of that plan is primarily on aviation infrastructure and aviation forecasts. The Airport Master Planning guidance documents from the FAA do not currently recognize commercial space transportation infrastructure needs and forecasts in the planning process.

The goal of the Spaceport Master Plan process is to bridge the gaps between the Airport Master Planning process and the unique needs of a commercial spaceport. The Spaceport Master Plan will evaluate the existing inventory conditions of the spaceport infrastructure with a space transportation market forecast to identify near-term and long-term infrastructure needs. The result of the Spaceport Master Plan will be an implementation plan for different planning horizons.

Figure 1-2. Colorado Air and Space Port Area



Source: Adams County



## Background

In 1974, The Denver Regional Airport System Plan (RASP) identified aviation facilities needed to meet both existing and future aviation needs in the Denver region. The study forecasted growth in aviation beyond the capabilities of the current available airport facilities. The RASP study determined that even if the existing airports in the region were expanded to their maximum development potential, by the year 2000 four new general aviation airports would be required in the region.

The 1980 National Airport System Plan recommended construction of two general aviation reliever airports in the Denver Metropolitan Region. One of these airports was Adams County Airport, which later became known as Front Range Airport and is now known as the Colorado Air and Space Port.

In 1982, the first Airport Master Plan was completed and accepted for Front Range Airport, which including planned development through 2003. Initial construction of the Airport was undertaken in 1983 beginning with Runway 8-26 and followed by Runway 17-35 in 1985.

Following the initial construction of the Airport, three additional master plans were completed in 1988, 2004, and 2019. In 2004, the master plan focused on increased opportunity for air cargo operations, enhancement of general aviation activities, and to encourage local economic growth and development. The 2004 master plan became known as an aggressive approach with much of the planned development never reaching fruition.

Front Range Airport was identified as a candidate for development as a spaceport in 2011 and FAA licensing began shortly after. In 2014, The Front Range Airport Authority was dissolved by Adams County and the County assumed direct management of the facility. The decision was made in an effort to stabilize the economics

and future of the Airport. The FAA licensing activities continued through 2018, when the FAA granted a Launch Site Operator License (LSOL) to Adams County for the operation of a commercial spaceport at Front Range Airport. Shortly after the license was issued the Airport was renamed to the Colorado Air and Space Port.

The most recent master planning effort was completed in 2019 following the current FAA planning process for airports. The document looked at Front Range Airport in the following roles as a public-use reliever service level airport, a regional airport, and as a Colorado major general aviation airport. The master plan was completed in parallel with the Launch Site Operator License process, described below. Therefore, the master plan states that it considered only, “the airport land area needed to meet the potential facility requirements” for the spaceport. The master plan also ensured that “prospective spaceport development areas do not adversely impact traditional airport operation activities.”

The Airport Layout Plan (ALP) was updated during the 2019 Airport Master Plan Update. While Sheet 18 of the updated ALP contains the Launch Site Boundary Plan for the CASP, additional spaceport infrastructure needs and future aerospace development are not included as part of the ALP set.

As noted in the 2019 ALP, “FAA’s conditional approval of FTG’s ALP and commercial spaceport boundary plan does not include any development shown on this drawing that is associated with commercial space launch operators. At time of printing, the FAA Airports had not established airport safety standards and federal grant assurances for evaluating commercial space operations, including the determination if such operations are an aeronautical use. When these standards are established, FAA Airports will evaluate proposed commercial space facilities shown on this drawing.”

**Figure 1-3. Colorado Air and Space Port Development Timeline**



## Becoming an FAA Licensed Launch Site

As an FAA licensed launch site, Colorado Air and Space Port can offer its facility for use by licensed launch operators. The path to receiving the LSOL took almost 7 years and required the support of many stakeholders and partners that included the State of Colorado, Adams County, Colorado Department of Transportation (CDOT) Aeronautics, Denver International Airport, the City of Aurora and the Town of Bennet.

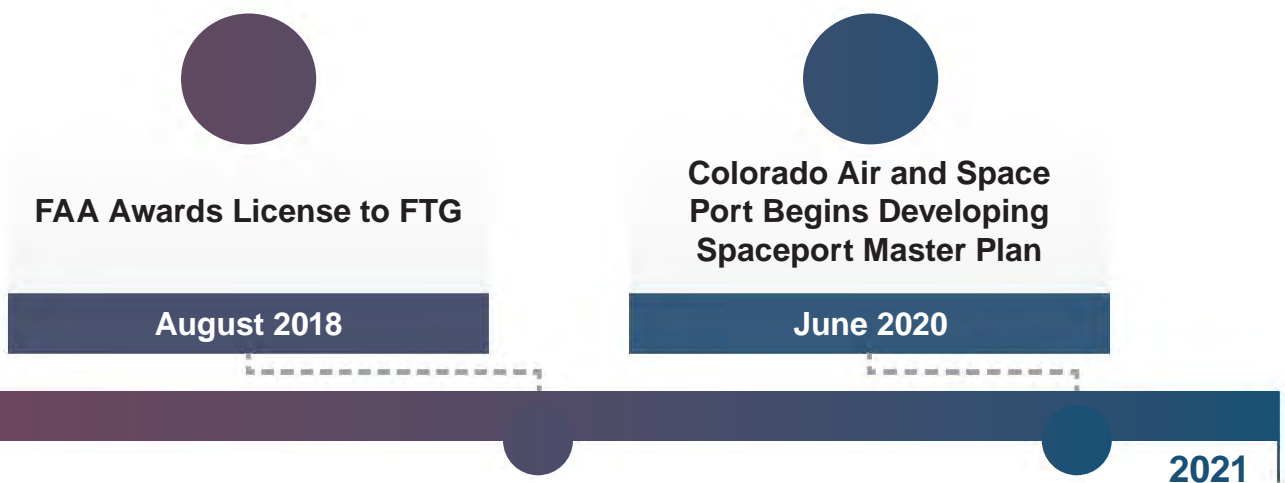
On December 7, 2011, Colorado Governor John Hickenlooper announced that the state would seek FAA approval for a dedicated commercial spaceport. In a letter sent to the FAA, Front Range Airport was identified as the likely candidate location for the spaceport.

After an initial exploratory effort by Adams County, Airport Director Dennis Heap submitted an application for an FAA Space Transportation Infrastructure Matching (STIM) grant. On September 26, 2012 the FAA announced that Front Range Airport was the recipient of a \$200,000 grant to support the development of an Environmental Assessment (EA) needed for an LSOL.

On February 13, 2013, Adams County selected HDR, Inc. to conduct the spaceport feasibility studies and prepare the license application. In 2016, Adams County added Kimley-Horn to the spaceport consulting team to provide additional support in updating and finalizing the LSOL application. The final application was accepted by the FAA as "complete enough" for review on February 20, 2018. On August 17, 2018 Adams County was issued a license to operate a launch site at Front Range Airport. It was the eleventh commercial LSOL issued and seventh at an Airport. Adams County renamed the Airport Colorado Air

and Space Port and changed the FAA identifier from FTG to CFO. The development of this Spaceport Master Plan builds on the desire of Adams County to continue to invest in the future development and opportunities associated with the commercial space and aerospace sector.

To obtain an LSOL, Adams County had to submit an application to the FAA that complied with the Code of Federal Regulations (CFR) Title 14, Parts 413 and 420. The application included a description of the proposed launch site, a launch site location review, flight safety analysis, a scheduling and notification plan, an accident investigation plan, an access control plan, an explosive site plan, a lightning protection plan, and an agreement with Air Traffic Control (ATC) to issue a Notice to Airmen (NOTAM) prior to a launch.



## Support for Commercial Launch Vehicles

In addition to normal aviation operations, the current site operator license and Programmatic Environmental Assessment (PEA) provide the framework for CASP to support the proposed operations of licensed horizontal takeoff and horizontal landing (HTHL) suborbital reusable launch vehicles (RLVs). At present there are a broad range of HTHL RLVs in various stages of development. While a more detailed market assessment will be provided in **Chapter 3**, this section will focus on the vehicle type included in the site operator license.

CASP is currently licensed to support Concept X RLVs. A Concept X RLV is a manned winged aircraft that utilizes both jet engines and rocket engines. A Concept X RLV departs from a runway under jet power, similar to other jet powered aircraft. Under jet power the Concept X RLV travels to its designated launch operating area and prepares for rocket ignition. Once in the operating area,

the Concept X RLV can ignite its rocket engine(s) and begins a steep climb for the suborbital portion of flight. Once the engine burn is complete, the vehicle coasts in a parabolic trajectory, reaching its apogee before returning to Earth. While in parabolic flight, pilots and participant can experience approximately 4 minutes of microgravity. During the return to Earth, the Concept X RLV falls in a ballistic trajectory until aerodynamic control is regained and the jet engines can be restarted. The Concept X RLV returns to CASP to complete its mission with runway landing.

While other launch and reentry vehicle types may also be compatible with CASP, currently only the Concept X RLV is included in the site operate license. In the future additional vehicles such as the Concept Y RLV, Concept Z RLV, reentry vehicles, and high-altitude balloons could be evaluated to determine if they can safely operate from CASP.

**Figure 1-4. Concept Vehicle Category included in LSOL**



**Figure 1-5. Concept Vehicles Categories in Development**



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Chapter 2

# Inventory of Existing Conditions



# INVENTORY OF EXISTING CONDITIONS

The existing aviation infrastructure that has been designated for proposed spaceport operations can provide limited capabilities in the near-term, however special use dedicated facilities will eventually be needed for expanded operations. The inventory of existing conditions for aviation infrastructure at the Air and Space Port has been extensively documented in the 2019 Airport Master Plan <sup>[1]</sup>. This Spaceport Master Plan focuses exclusively on spaceport related existing conditions, which include spaceport infrastructure, launch operating areas, aviation/aerospace activities, environmental conditions, and land use and socioeconomic conditions.

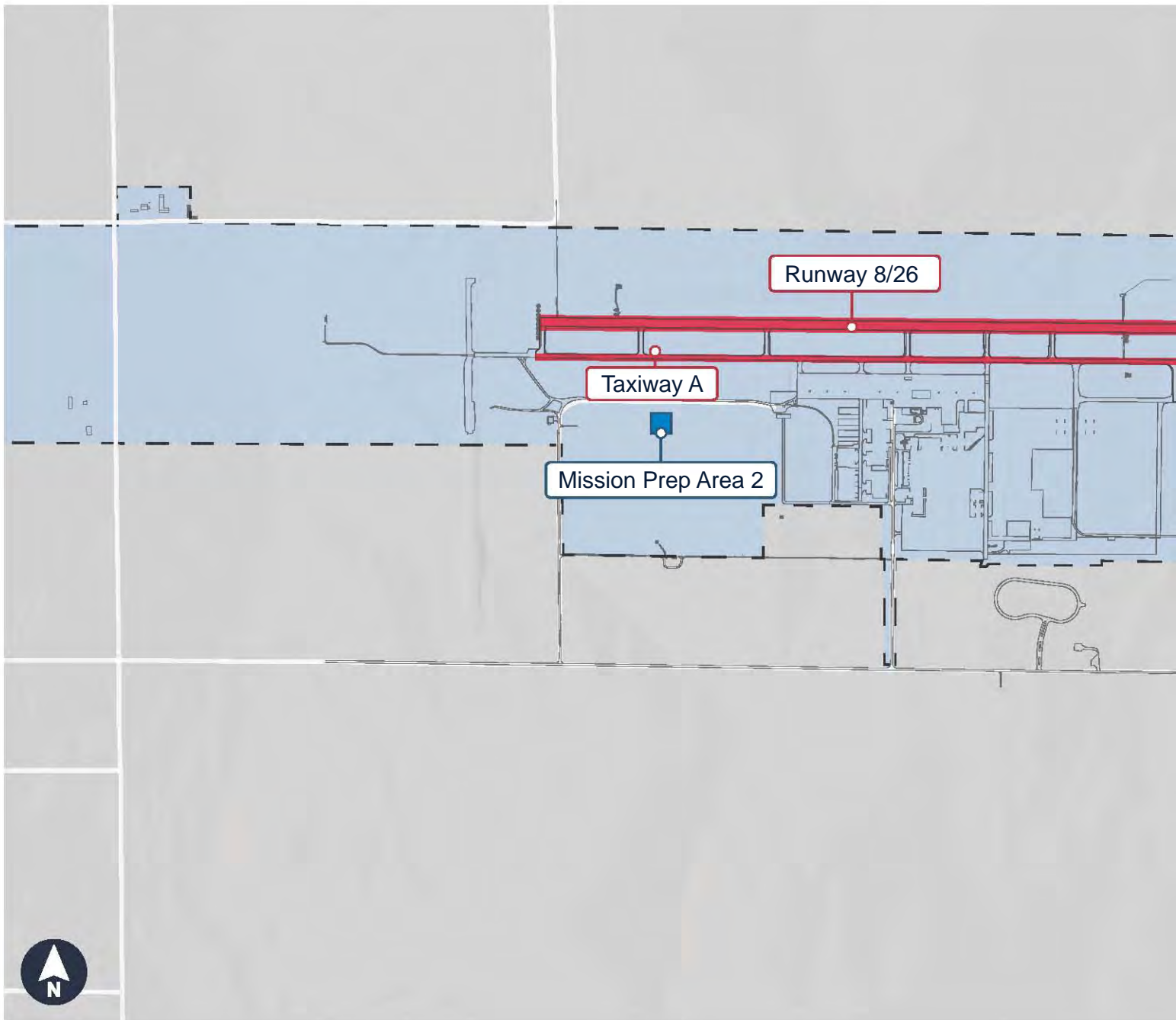


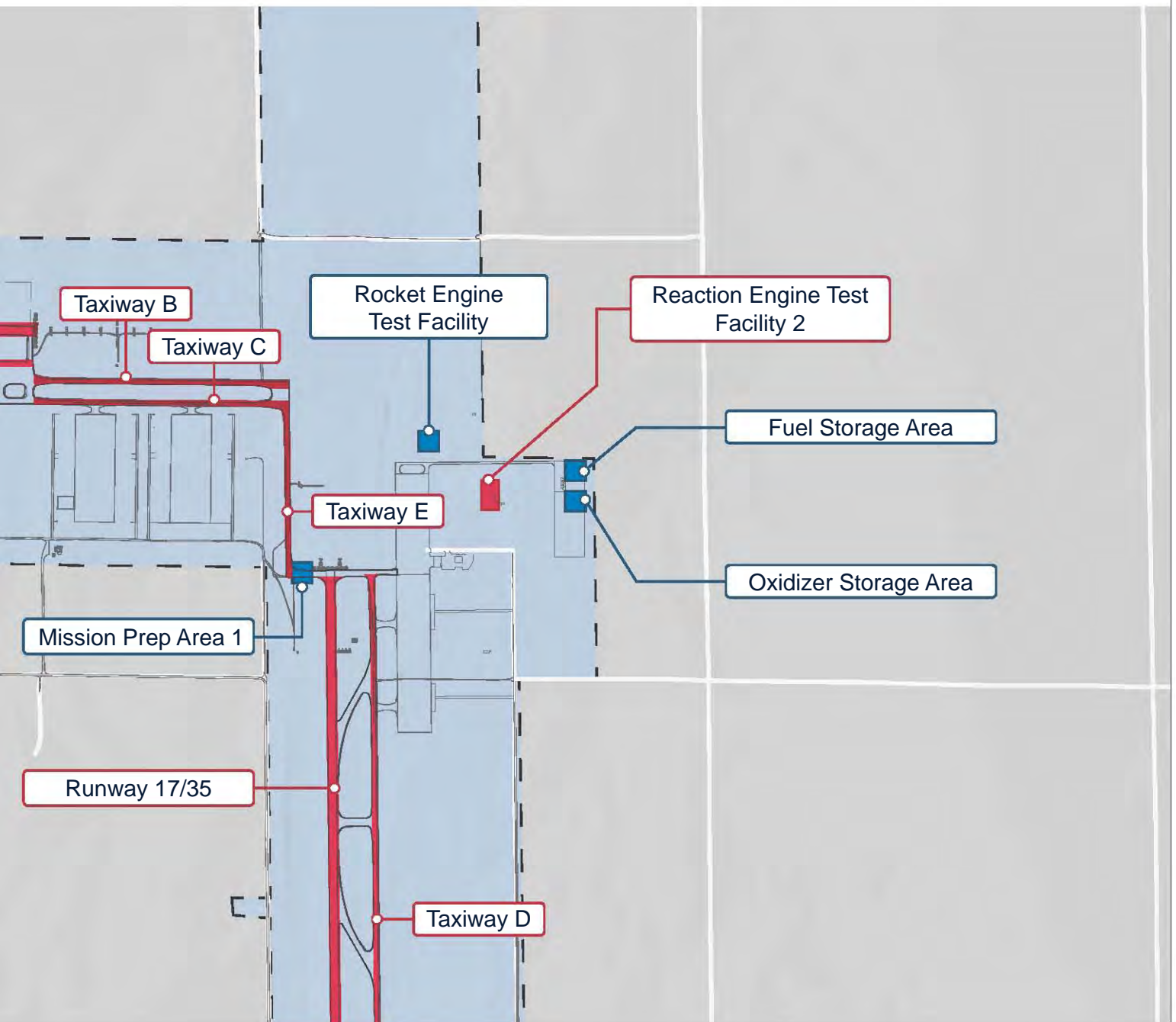
Figure 2-1. Existing and Proposed Spaceport Infrastructure

**Legend**

[ ] Launch Site Boundary

Existing

Proposed



Source: Kimley-Horn



## Spaceport Infrastructure

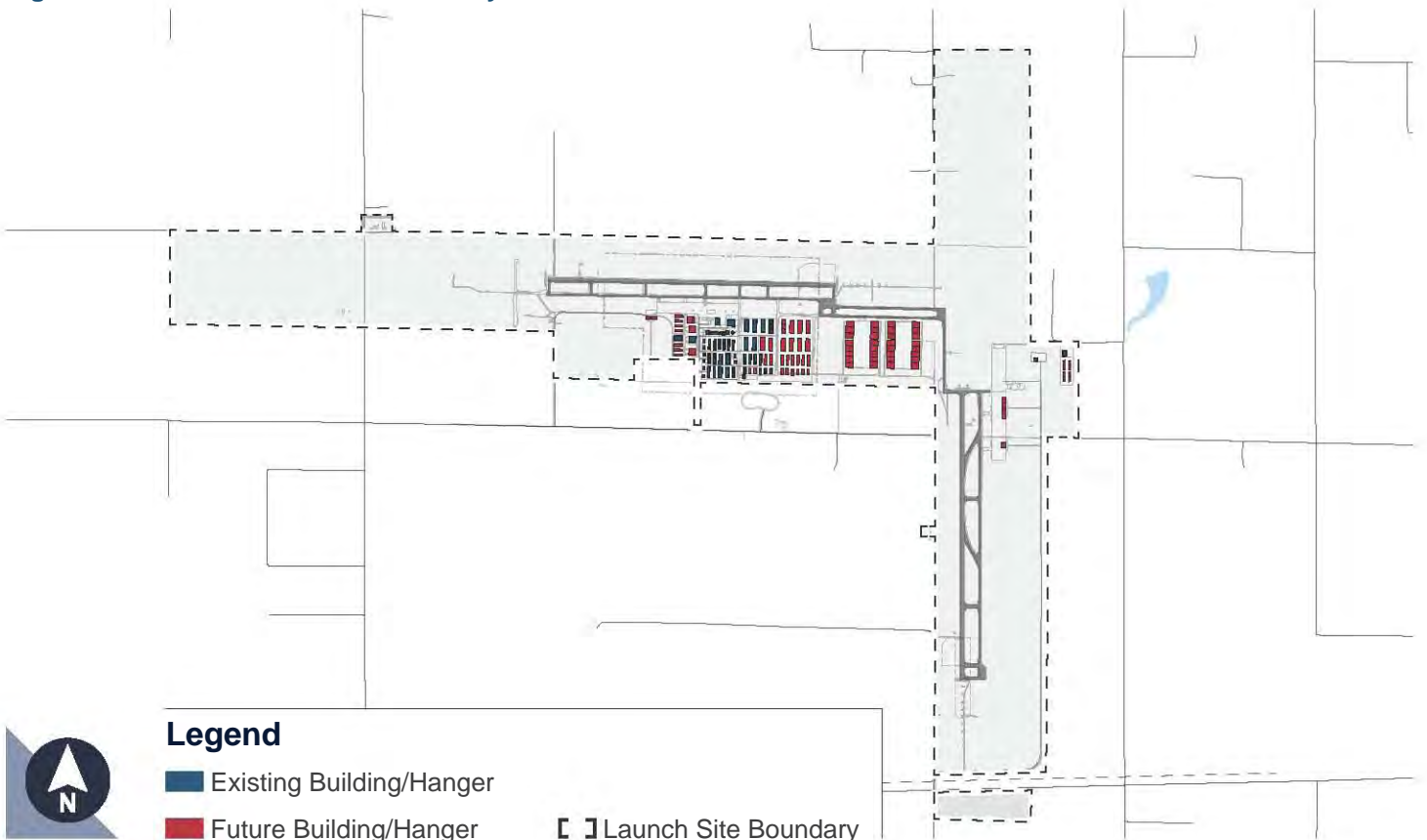
This section identifies existing and proposed spaceport infrastructure resulting from the Federal Aviation Administration (FAA) licensing process and recent developments at CASP. The spaceport infrastructure listed below and shown in **Figure 2-1** includes existing airport infrastructure as well as proposed new spaceport support areas that will need to be developed. Each item is described in more detail in the subsequent subsections.

1. Launch Site Boundary (Existing)
2. Runways (Existing)
3. Explosive Hazard Facilities (Proposed)
  - a. Fuel Storage Area
  - b. Oxidizer Storage Area
  - c. Mission Preparation Area #1
  - d. Mission Preparation Area #2
4. Rocket Engine Test Site (Proposed)
5. Reaction Engines Test Facility 2 (Existing)

### Launch Site Boundary

The launch site boundary is the same as the existing CASP property boundary and encompasses approximately 3,349 acres <sup>[1]</sup>. The launch site boundary includes both airside and landside facilities at CASP. While the launch site boundary encompasses the entirety of CASP, only licensed activities that fall within the jurisdiction of the FAA Office of Commercial Space Transportation (AST) are subject to FAA-AST review. All other aeronautical and non-aeronautical activities are managed the same as at other airports.

**Figure 2-2. CASP Launch Site Boundary**



Source: Colorado Air and Space Port

## Runways

The most crucial piece of infrastructure at a spaceport that supports horizontal takeoff horizontal landing (HTHL) operations is the runway. While runway requirements vary by launch vehicle manufacturer and altitude, runways 10,000 ft and longer are commonly preferred. Generally, the minimum runway length recommended for supporting HTHL operations is 8,000 feet. **Figure 2-3** presents a high-level correlation between the percent of HTHL space planes potentially supported by a facility relative to a facility's runway length. The maximum existing runway length at CASP is 8,000 feet, which is capable of supporting about a third of HTHL vehicles currently in development.

CASP has two existing runways: Runway 8/26 and Runway 17/35. Both Runway 8/26 and Runway 17/35 are 8,000 feet long by 100 feet wide asphalt runways and each is equipped with a full-length parallel taxiway.

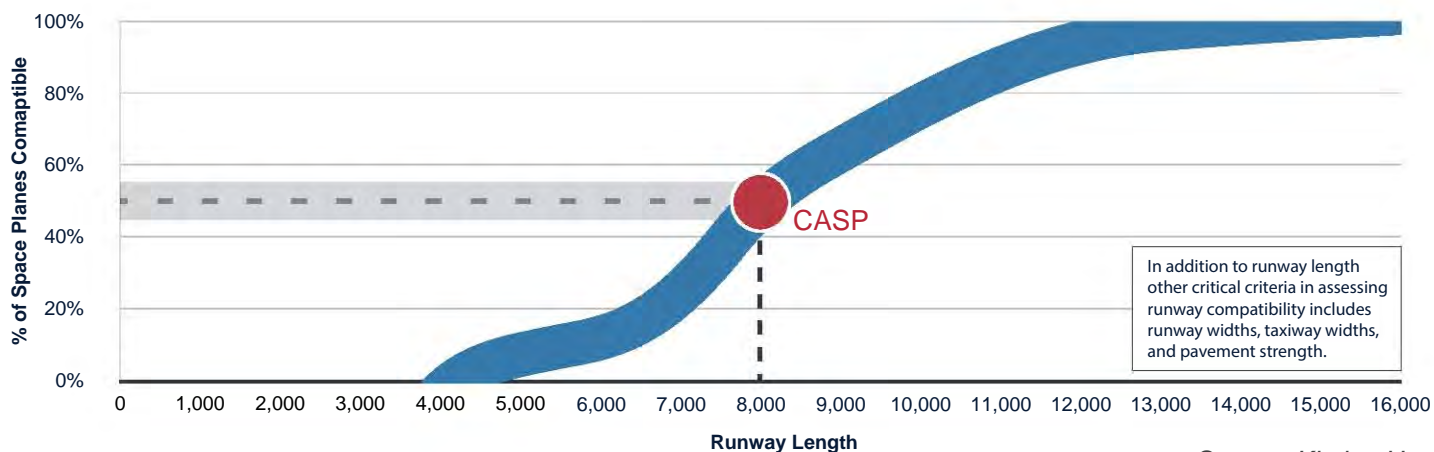
As identified in the 2019 Airport Master Plan, CASP has allocated land to extend and widen both runways. Runway 8/26 is planned to be extended 2,000 feet to the west for an ultimate length of 10,000 feet and widened symmetrically for an ultimate width of 150 feet. Runway 17/35 is planned to be extended 4,000 feet to the north for an ultimate length of 12,000 feet and widened symmetrically for an ultimate width of 150 feet. Additional characteristics for Runway 8/26 and Runway 17/35 are presented in **Table 1-1. Existing Runway Characteristics**<sup>[1]</sup>. In support of launch operations, departures on either Runway 8 or Runway 17 are preferred. For additional information on the runways at CASP, reference the 2019 Airport Master Plan<sup>[1]</sup>.

*\*According to a 2009 pavement evaluation study, actual pavement strengths for Runways 8/26 and 17/35 are nearly twice the published values.*

**Table 2-1. Existing Runway Characteristics**<sup>[1]</sup>

Element	Runway Data
<b>Runway 8/26</b>	
Dimensions	8,000' x 100'
Runway Markings	Precision-Instrument
Runway Surface Type	Asphalt
Runway End Elevations	5,453.4' / 5,488.1'
Visual Slope Indicator	PAPI-2L / PAPI-2L
Effective Gradient	0.4%
Published Pavement Strength*	28,000 lbs. Single Wheel (SW) 40,000 lbs. Dual Wheel (DW)
Pavement Condition	Excellent (PCI = 86-100)
Runway Design Code	C-II
Critical Aircraft	Bombardier Challenger CL604
<b>Runway 17/35</b>	
Dimensions	8,000' x 100'
Runway Markings	Precision-Instrument
Runway Surface Type	Asphalt
Runway End Elevations	5,476.5' / 5,515.2'
Visual Slope Indicator	PAPI-4L / PAPI-4L
Effective Gradient	0.04%
Published Pavement Strength*	34,000 lbs. SW 75,000 lbs. DW
Pavement Condition	Fair (PCI = 56-70)
Runway Design Code	C-II
Critical Aircraft	Bombardier Challenger CL604

**Figure 2-3. Space Plane Compatibility Based on Runway Length**



Source: Kimley-Horn

### Explosive Hazard Facilities

An explosive site plan was prepared as part of the Launch Site Operator License (LSOL) [2]. The explosive site plan identified potential explosive hazard facilities to support spaceport operations. The following five facilities were included (see **Figure 2-4**) and are summarized below:

- 1 Mission Prep Area 1
- 2 Mission Prep Area 2
- 3 Fuel Storage Area
- 4 Oxidizer Storage Area
- 5 Rocket Engine Test Site

It should be noted that all of the explosive hazard facilities identified in the explosive site plan have been proposed but not constructed.

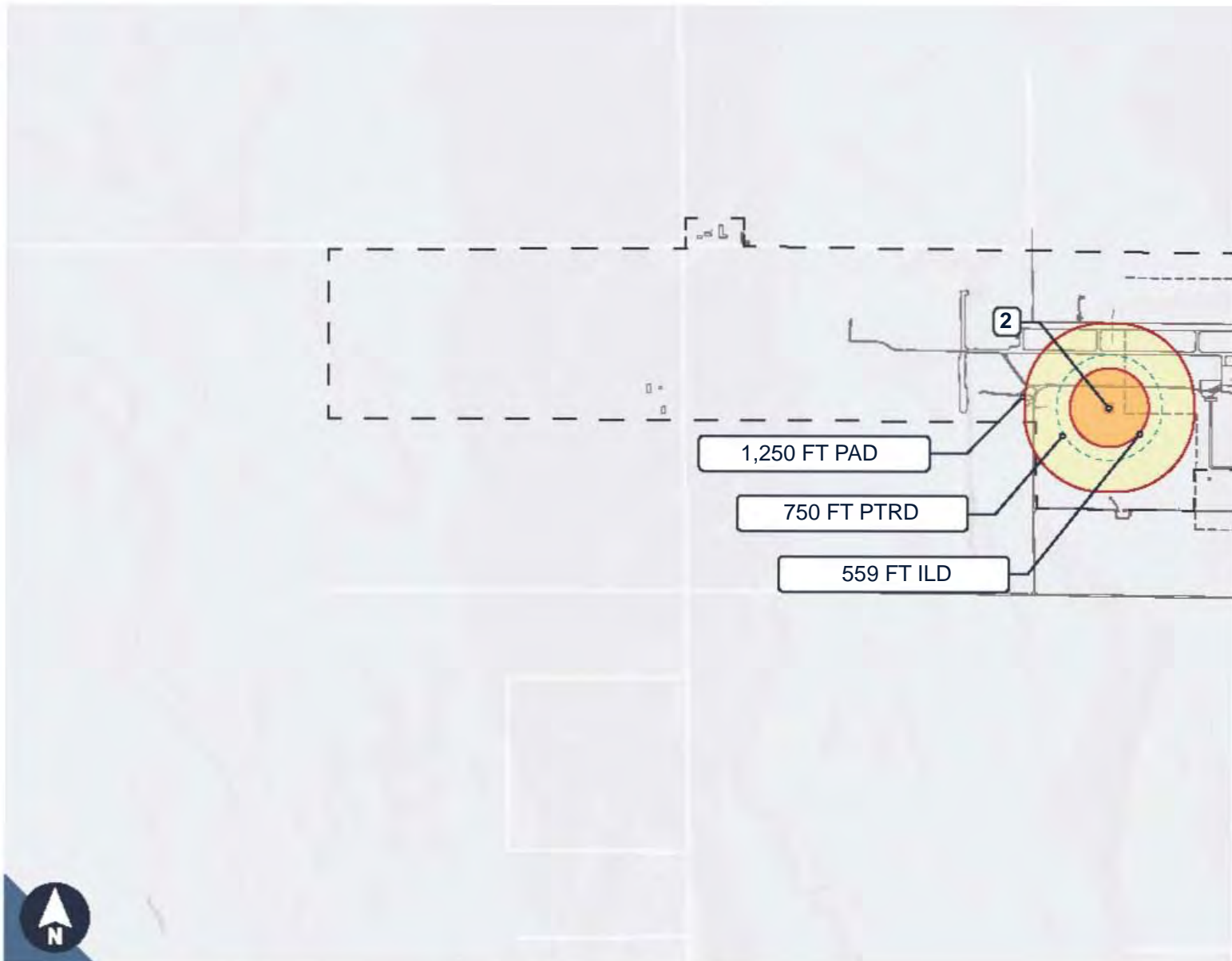
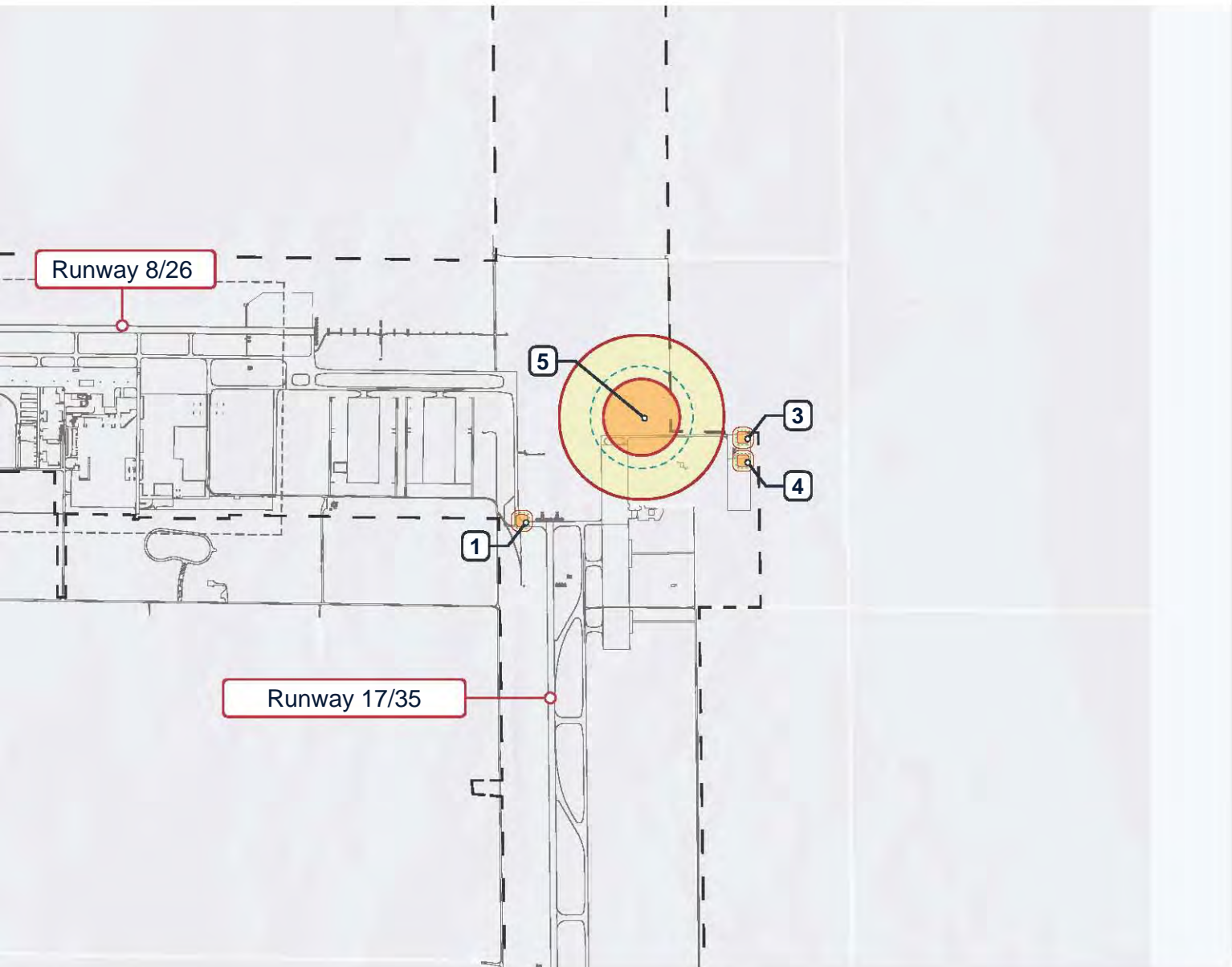


Figure 2-4. Explosive Site Plan from Launch Site Operator License

**Legend**

- [ ] Airport Property Line
- Explosive Hazard Facility
- Public Area Distance (PAD)
- Public Traffic Route Distance (PTRD)
- Incompatible Intraline Distance (ILD)
- Existing Building
- Proposed Building



Source: [2]



### ***Mission Preparation Area #1***

Mission Preparation Area #1 is anticipated to be utilized for rocket fuel loading (without oxidizer) and is proposed to be located on the south end of Taxiway E, west of the northern end of Runway 17/35 (see **Figure 2-1**). Jet fuel is anticipated to be loaded onto the aircraft utilizing an existing aviation apron prior to the launch vehicle moving to Mission Preparation Area #1 for rocket fuel loading. Once the liquid fuel is loaded, the final oxidizer loading will occur at Mission Preparation Area #2.

### ***Mission Preparation Area #2***

Mission Preparation Area #2 is anticipated to be utilized for rocket oxidizer loading operations and is proposed to be located south of Taxiway A on the western side of the airfield (see **Figure 2-1**). Final mission preparation will occur at this site and propellants will be topped off as needed. If the launch vehicle will be carrying space flight participants, participant loading will occur at this site prior to departure. If a mission is scrubbed, Mission Preparation Area #2 can be used to unload participants and propellants.

### ***Fuel Storage Area (FSA)***

Liquid fuels, such as RP-1 (Refined Kerosene), are common propellants used for launch vehicle propulsion. Currently no permanent liquid rocket fuel storage infrastructure exists at CASP.

An FSA is proposed and sited to be located on the eastern end of the airfield near the existing aircraft T-hangars, as identified in **Figure 2-1**. The near-term plan is to utilize the north end of the existing pavement east of the T-hangars for the temporary storage of rocket fuel tanker trucks. Rocket fuel tanker truck delivery will be coordinated with the launch operator and will remain on-site in accordance with operational plans. The long-term plan for the FSA is to construct permanent bulk storage tanks that will be sized to satisfy the storage requirements of the future launch operators.

### ***Oxidizer Storage Area (OSA)***

Liquid oxidizers, such as Liquid Oxygen (LOX), are common propellants used for launch vehicle propulsion. Currently no liquid oxidizer storage infrastructure exists at CASP.

An OSA is proposed and sited to be located on the eastern end of the airfield near the existing aircraft T-hangars, as identified in **Figure 2-1**. Near-term plans are to construct a concrete pad on the southern end of the existing pavement east of the T-hangars to support temporary storage of oxidizer tanker trucks. Oxidizer tanker truck delivery will be coordinated with the launch operator and will remain on-site in accordance with operational plans.

### ***Rocket Engine Test Site***

A dedicated Rocket Engine Test Site is proposed to be located northeast of Runway 17/35 (see **Figure 2-1**). The location of this site was selected to minimize potential impacts to existing aviation operations and the onsite Aircraft Rescue and Firefighting (ARFF) station.

In the future, this site will enable on-site testing of rocket engines. Safety separation distances have been applied to ensure compatibility with the proposed spaceport and existing and forecasted airport operations and development. Testing events will be coordinated with other Airport tenants to minimize potential impacts. If a new building is constructed within the 1,250 foot public area distance (PAD) of the test stand then the affected building will be vacated during testing operations, unless it can be demonstrated that the test will not adversely affect the safety of the uninvolved public. The Reaction Engines, Inc. Test Facility 2 (TF2) currently sits within the PAD of the proposed Rocket Engine Test Site. This facility would need to be vacated during rocket engine testing.

In February 2021 a Categorical Exclusion (CATEX) was issued by the FAA for small rocket engine testing at CASP and included the area for the proposed Rocket Engine Test Site.

## Reaction Engines Test Facility 2 (TF2)

In addition to proposed launch site infrastructure and explosive hazard facilities, Reaction Engines TF2 is an important element of the Spaceport Master Plan because it enables the testing of components that may make their way into future commercial launch systems and advanced aircraft.

Reaction Engines, Inc. developed TF2 to provide long duration high-mass flow at high temperatures to test the company's innovative precooler technology. The facility contains a 3,500 square foot indoor test facility, a 500 square foot control room, and an 11,000 square foot test equipment pad.

In 2019, Reaction Engines, Inc. completed a test on their precooler heat exchanger that replicated supersonic flight conditions, and the company plans to conduct future tests at higher temperatures. The TF2 facility is currently available to support the testing needs of other users in addition to Reaction Engines, Inc.

**Figure 2-5. Reaction Engines Test Facility 2**



*Source: Reaction Engines, Inc.*

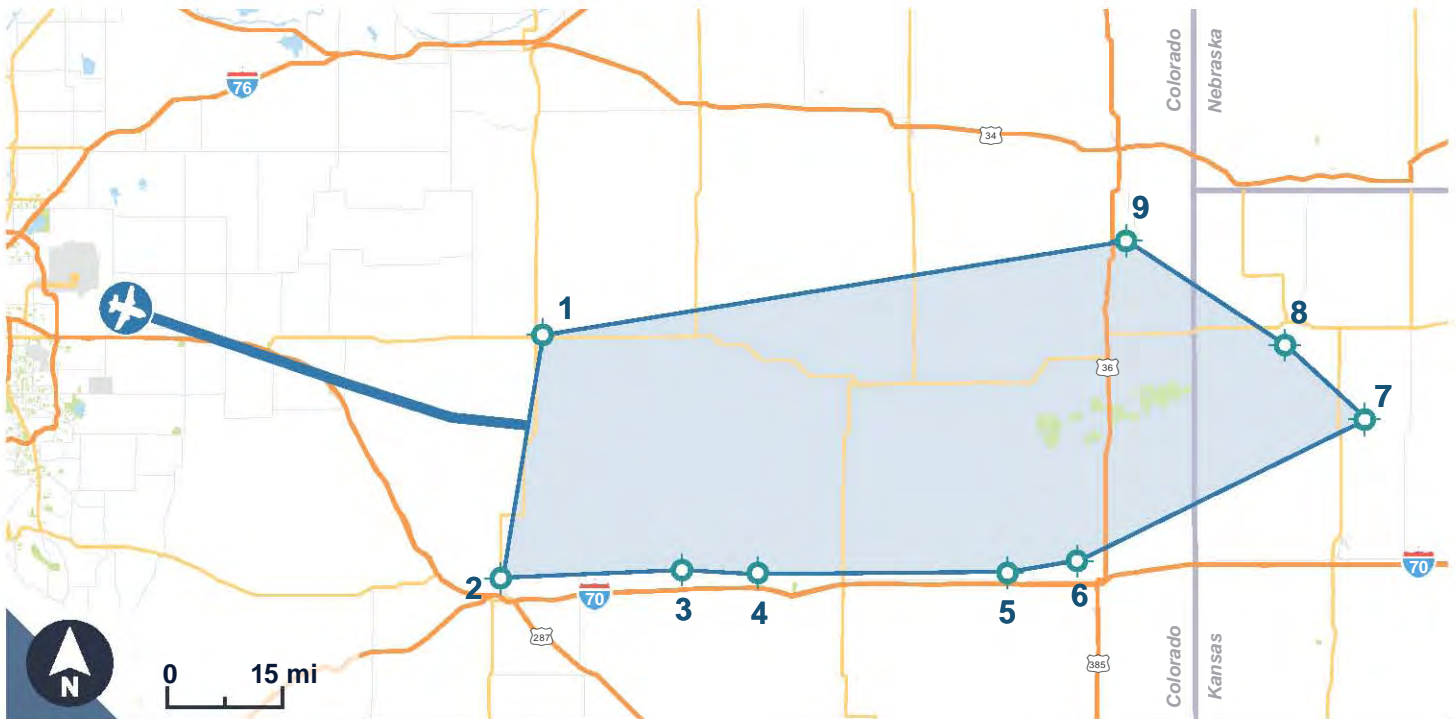
## Proposed Launch Operating Area

During the FAA licensing process, a Letter of Agreement (LOA) was prepared to outline the procedures for issuing a Notice to Airmen (NOTAM) prior to a licensed or permitted launch operation. The airspace within the vicinity of CASP and Denver International Airport (DEN) was analyzed in an attempt to minimize potential airspace impacts on both departing and arriving flights at CASP and DEN. A proposed launch operating area was developed in coordination with FAA-AST and Denver Air Route Traffic Control Center (ARTCC) and is located southeast of CASP. This launch operating area is shown in **Figure 2-6**.

It is important to note that this proposed launch operating area is only notionally defined and does not provide a guarantee of use for launch activity. Any future licensed or permitted launches must obtain approval from FAA and further analysis must be conducted.

This section describes the existing conditions of the airspace and proposed launch operating area in the vicinity of CASP.

**Figure 2-6. Proposed Launch Operating Area**



Point	Latitude	Longitude
1	39° 44' 45.85" N	103° 34' 16.73" W
2	39° 18' 20.88" N	103° 39' 44.10" W
3	39° 19' 17.23" N	103° 14' 14.81" W
4	39° 18' 54.19" N	103° 3' 59.84" W
5	39° 19' 04.09" N	102° 28' 47.65" W
6	39° 20' 21.09" N	102° 18' 57.35" W
7	39° 35' 30.56" N	101° 38' 33.00" W
8	39° 43' 44.77" N	101° 49' 42.71" W
9	39° 55' 19.01" N	102° 12' 00.06" W

**Legend**

- Colorado Air and Space Port
- Operating Area
- Arrival and Departure Route
- Major Highways
- State Line

Source: Colorado Air and Space Port



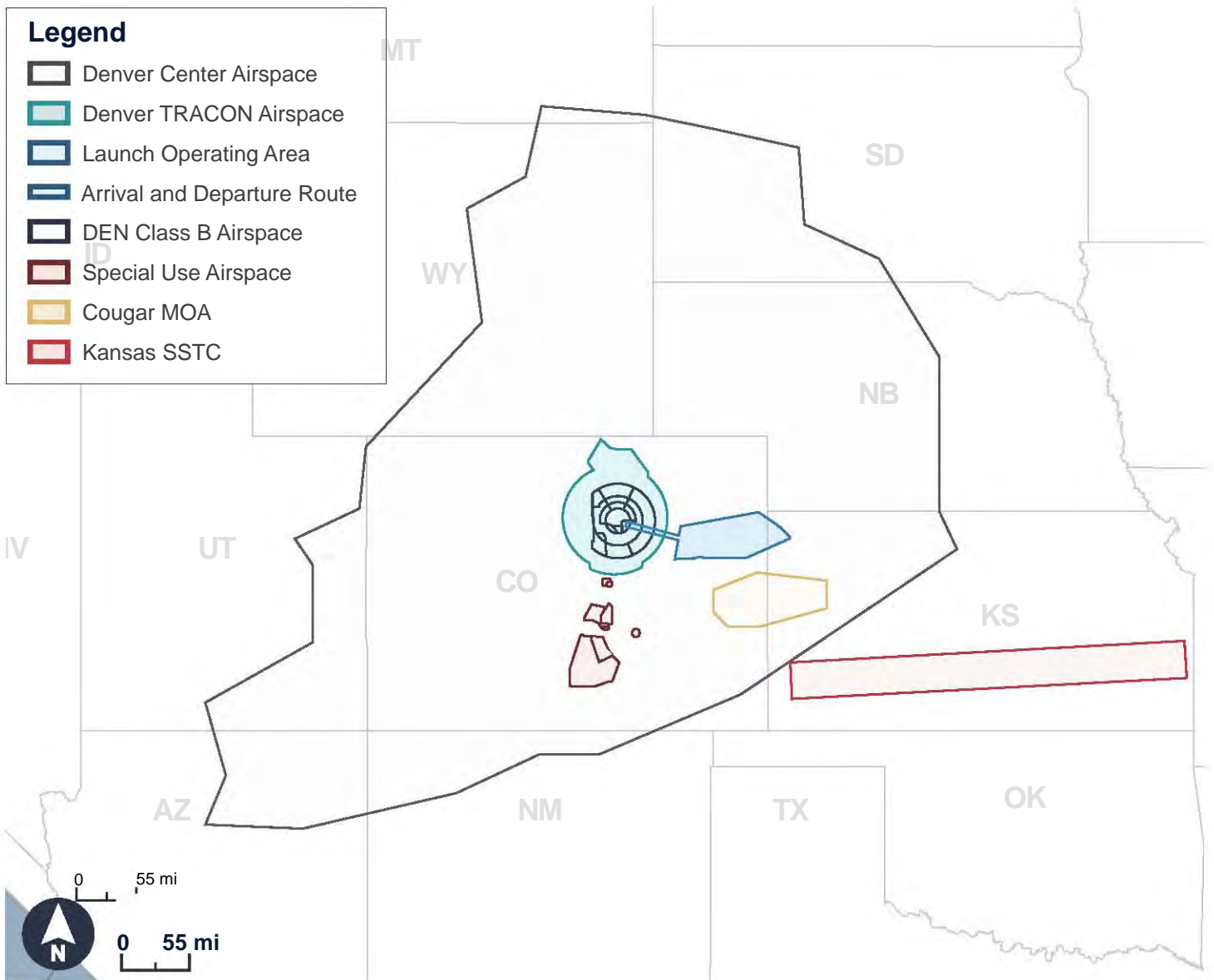
## Airspace Structure

The airspace structure in and around CASP is within the Denver ARTCC (Denver Center) airspace, as shown in **Figure 2-7**. CASP sits directly below a shelf of Class B airspace that encompasses the region around DEN. Air traffic within the Class B airspace is coordinated to minimize potential operational interactions between airports. A proposed launch operating area exists to the southeast of CASP.

Launch operations originating from CASP are planned to depart east from Runway 8 or west from Runway 17 to minimize potential conflicts due to runway centerline crossings and to provide direct access to the launch operating area.

In December 2020 Kansas Department of Transportation signed an agreement with FAA to establish a Supersonic Transportation Corridor (SSTC) that would enable testing of aircraft up to Mach 3.

**Figure 2-7. Airspace Structure in and around Colorado Air and Space Port**



Source: Colorado Air and Space Port, Kimley-Horn



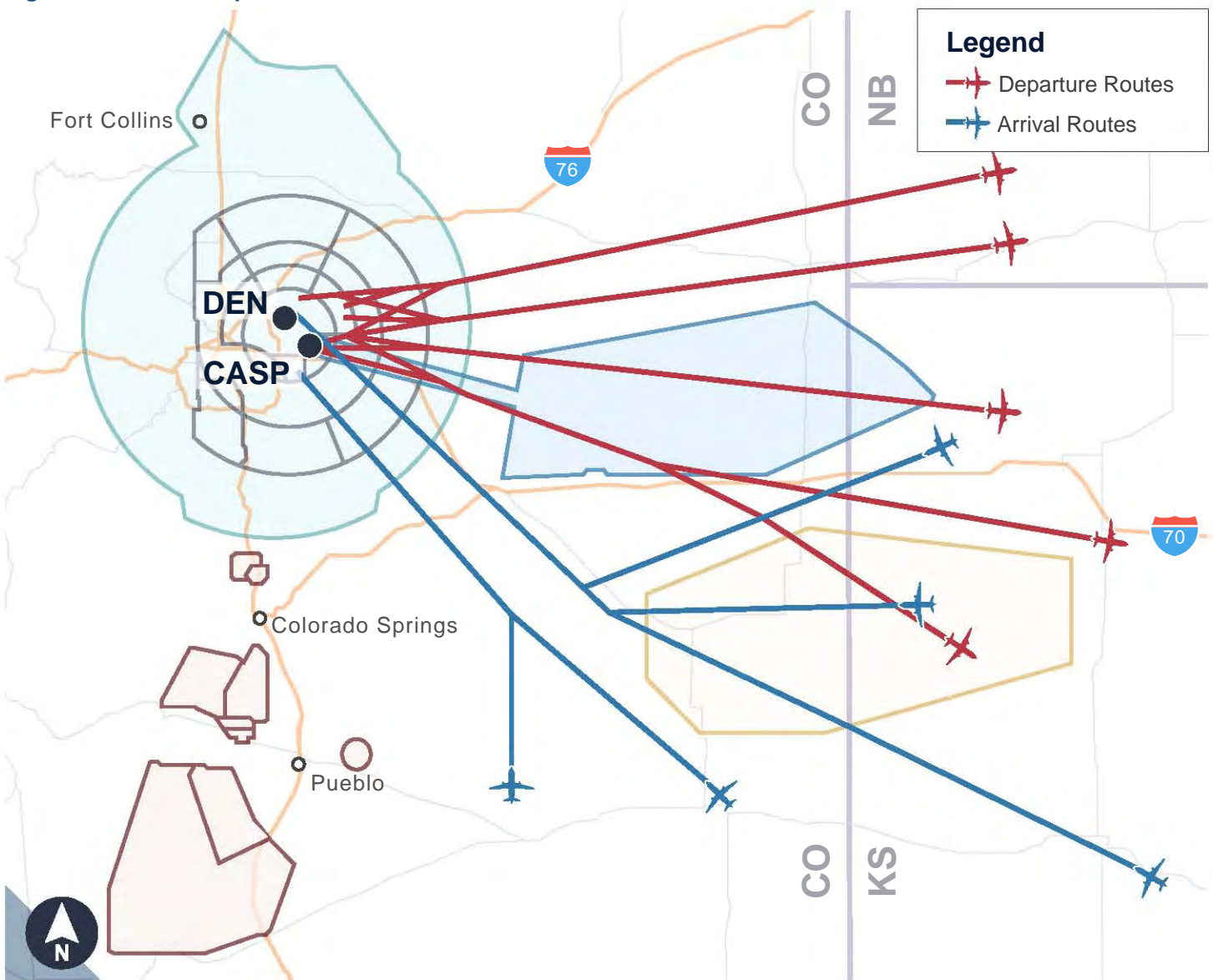
### Air Traffic

Air traffic operations in the Denver TRACON airspace, which encompasses CASP, consist of several Standard Instrument Departures (SIDs) and Standard Terminal Arrival Routes (STARs) to and from DEN to the Denver Center enroute airspace. **Figure 2-8** shows the relative locations of the SIDs and STARs to the Denver TRACON airspace, the CASP arrival and departure route, the proposed launch operating area, and the Cougar Military Operating Area (MOA).

Given the location of the proposed launch operating area, it is important to note the following:

1. Two DEN SIDs, which utilize three different fixes, fly directly through the proposed launch operating area. This requires facility coordination to issue appropriate reroutes.
2. Current southeast SIDs, if rerouted, could deconflict the arrival and departure route for operations enroute to the proposed launch operating area.
3. The southeast STARs do not appear to be impacted by the proposed launch operating area.

**Figure 2-8. Denver Departure and Arrival Routes**



Source: TARGETS Software, Kimley-Horn

## Approach Capability

Approach operations within Class B airspace at CASP require coordination with the DEN airport traffic control tower (ATCT). Depending on wind conditions, arrivals on Runway 17 and Runway 26 at CASP provide for the least amount of potential interaction with current DEN operations. It should be noted that these conditions may vary depending on timing of relevant arrival and departure schedules at DEN.

## Aviation/Aerospace Activity Data

This section provides a brief description of activity data for CASP.

### Aviation

CASP is defined as a GA airport and has approximately 430 based aircraft including single-engine aircraft, multi-engine aircraft, jet / turboprop aircraft, helicopters, and other types of aircraft <sup>[3]</sup>. In 2018, CASP supported approximately 91,600 operations (approximately 59 percent local GA, 38 percent itinerant GA, 3 percent military, and less than 1 percent air carrier) <sup>[3]</sup>. For additional information on both historical and forecasted aviation activity at CASP, refer to the current Airport Master Plan <sup>[1]</sup> or Colorado Aviation System Plan <sup>[3]</sup>.

### Aerospace

There have not been any aerospace related launch operations at CASP since obtaining an LSOL in 2018. The active license proposed up to 52 launches per year of Concept X type RLVs.

## Environmental Conditions

A comprehensive environmental review was completed during the FAA licensing process for CASP. A Final Programmatic Environmental Assessment (PEA) for the Front Range Airport Launch Site Operator License was prepared by the FAA and a Finding of No Significant Impact (FONSI) was issued in 2018. A CATEX for rocket engine testing was issued in February 2021.

This section provides a basic summary of the environmental conditions and community resources on and near CASP that could potentially be affected by spaceport development. The information in this section was collected through a general review of existing reports, GIS data, studies, and environmental documents.

### Air Quality and Climate

Under the Clean Air Act, the United States Environmental Protection Agency (USEPA) has established National Ambient Air Quality Standards (NAAQS) for pollutants

of concern known as “criteria pollutants” (40 CFR part 50). The Colorado Department of Public Health and Environment, Air Pollution Control Division has adopted the NAAQS and also maintains two state air quality standards. Areas that are currently and have historically been in compliance with the NAAQS are designated by the Environmental Protection Agency (EPA) as attainment areas. Areas that violate a NAAQS are designated as non-attainment areas. Areas that have transitioned from non-attainment to attainment are designated as maintenance areas and are required to adhere to maintenance plans to ensure continued attainment.

The Metropolitan Denver Intrastate Air Quality Control Region, which includes Adams County, is designated as a moderate non-attainment area for ozone (40 CFR § 81.306). It is also designated as a maintenance area for Carbon Monoxide (CO) and Particulate Matter of 10 micrometers or smaller (PM10). The region is designated as an attainment/unclassifiable area for the following remaining criteria pollutants <sup>[7]</sup>:

- Sulfur Dioxide (SO<sub>2</sub>)
- Particulate Matter of 2.5 micrometers or smaller (PM2.5)
- Lead (Pb)
- Nitrogen Dioxide (NO<sub>2</sub>).

### Biological Resources

Biological resources include terrestrial and aquatic plant and animal species and their habitats, including special status species (federally- or state-listed threatened or endangered species, species proposed for listing, species that are candidates for federal listing, marine mammals, and migratory birds) and environmentally sensitive or critical habitats.

Property within the CASP boundaries has been highly modified; therefore, none of the native plains grassland ecosystem remains. Landcover in undeveloped areas primarily consists of mowed grass and cultivated cropland. Wildlife at CASP includes a variety of birds, mammals, reptiles, and amphibians. According to the United States Fish and Wildlife Service (USFWS), seven federally-protected species may be present at CASP <sup>[8]</sup>. In addition to the federally protected species, three state-listed species with the potential to have habitats near CASP were identified in the 2018 PEA, but they are not currently known to be present at CASP <sup>[9]</sup>. In the broader Adams County region, nine additional threatened and endangered species are identified in the 2019 Airport Master Plan.

CASP maintains a Wildlife Hazard Management Plan that was completed in 2015.

## Farmlands

The area surrounding CASP is primarily agricultural. It is an upland prairie setting with open rolling grasslands in what is known as the Platte River Basin. Much of the area that would be affected by the installation of additional infrastructure at CASP has already been disturbed by previous aviation development activities. Land within the CASP boundary has been designated by Natural Resources Conservation Service as either not prime farmland or prime farmland if irrigated (see **Figure 2-9. Farmland Soils**). Currently, there is no plan to irrigate the land within the CASP property. As shown in **Figure 2-9**, there is some Farmland of Statewide Importance outside of the CASP boundary to the west and the north of Runway 8/26.

## Hazardous Materials, Solid Waste, and Pollution Prevention

The routine hazardous waste generation associated with the aircraft maintenance and fueling operations and with the maintenance of the CASP facilities and grounds is currently at a level that classifies CASP as a conditionally exempt small quantity generator of hazardous waste. Aviation fuel is currently stored in two locations: adjacent to the terminal apron and at a dedicated fuel farm located on Cessna Way, southeast of the terminal area<sup>[1]</sup>. Several hazardous waste generators, petroleum release sites, commercial/industrial storage tanks, and solid waste facilities are located at or in the vicinity of CASP (see **Figure 2-10**). Future propellant storage areas have

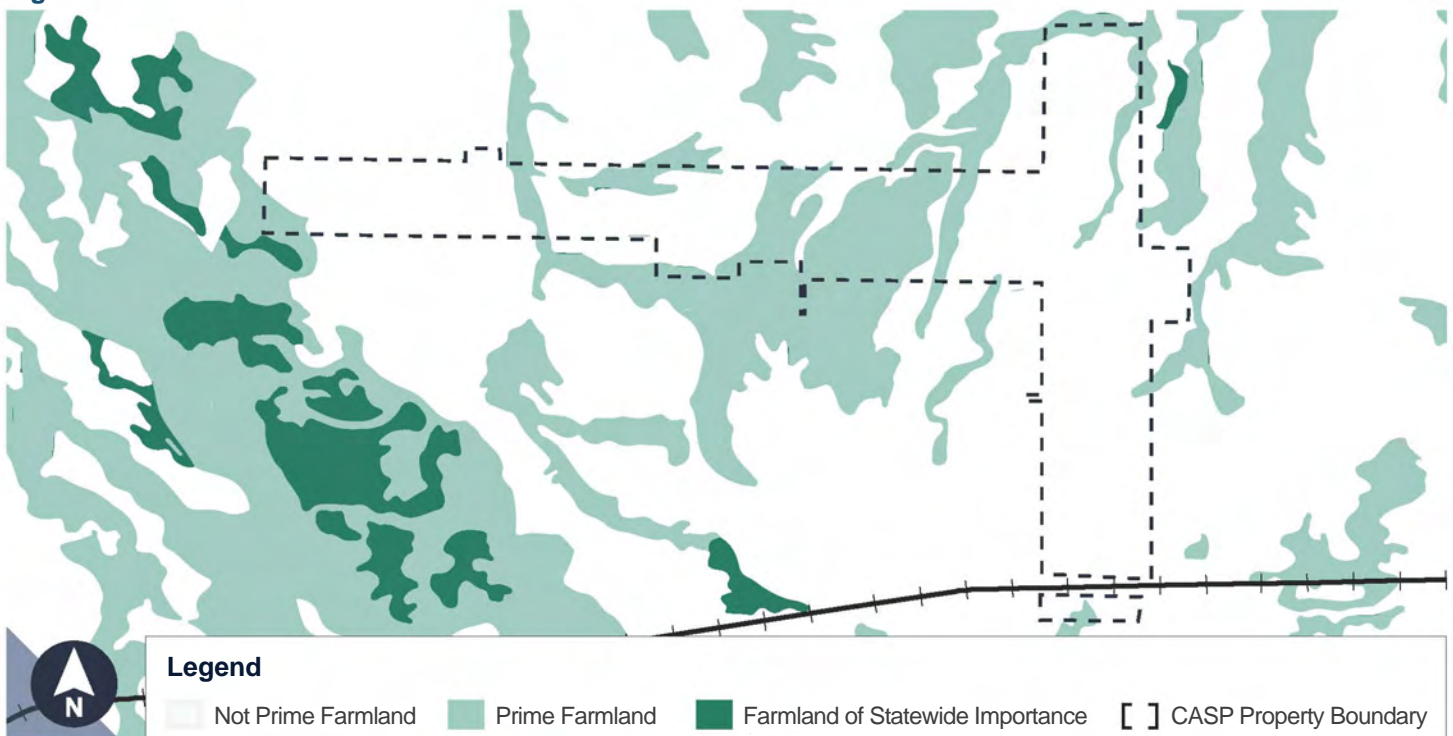
been identified to support spaceport operations and are presented in **Figure 2-1**.

## Water Resources

CASP is located within the Middle South Platte-Cherry Creek Watershed. There are no Wild and Scenic Rivers in the vicinity of CASP. Water resources within the CASP property boundary include wetlands, surface waters, floodplains, and the regulatory floodway. As shown in **Figure 2-11**, Water Resources<sup>10</sup>, the majority of these water resources are located to the west of Runway 8/26 along Bear Gulch.

There is an industrial area at CASP that is located primarily in the Box Elder Creek Drainage Basin. The existing drainage system within this CASP industrial area consists of storm sewer inlets and pipes that collect flows and convey them to either Bear Gulch Basin or to an unnamed tributary basin that leads to Newcomb Gulch Basin. The industrial area is located primarily in the Box Elder Creek Drainage Basin. According to the 2018 PEA, CASP has a Stormwater Management Plan and a state stormwater permit for discharge of stormwater associated with industrial activities (Permit Number COR900211). In addition, a Spill Prevention, Control, and Countermeasures plan pursuant to 40 CFR Part 112 was developed for, and is incorporated into, the Emergency Response Manual. The plan covers procedures for the prevention and clean-up of spills of fuels and other related materials and meets all requirements of the General Stormwater Permit.

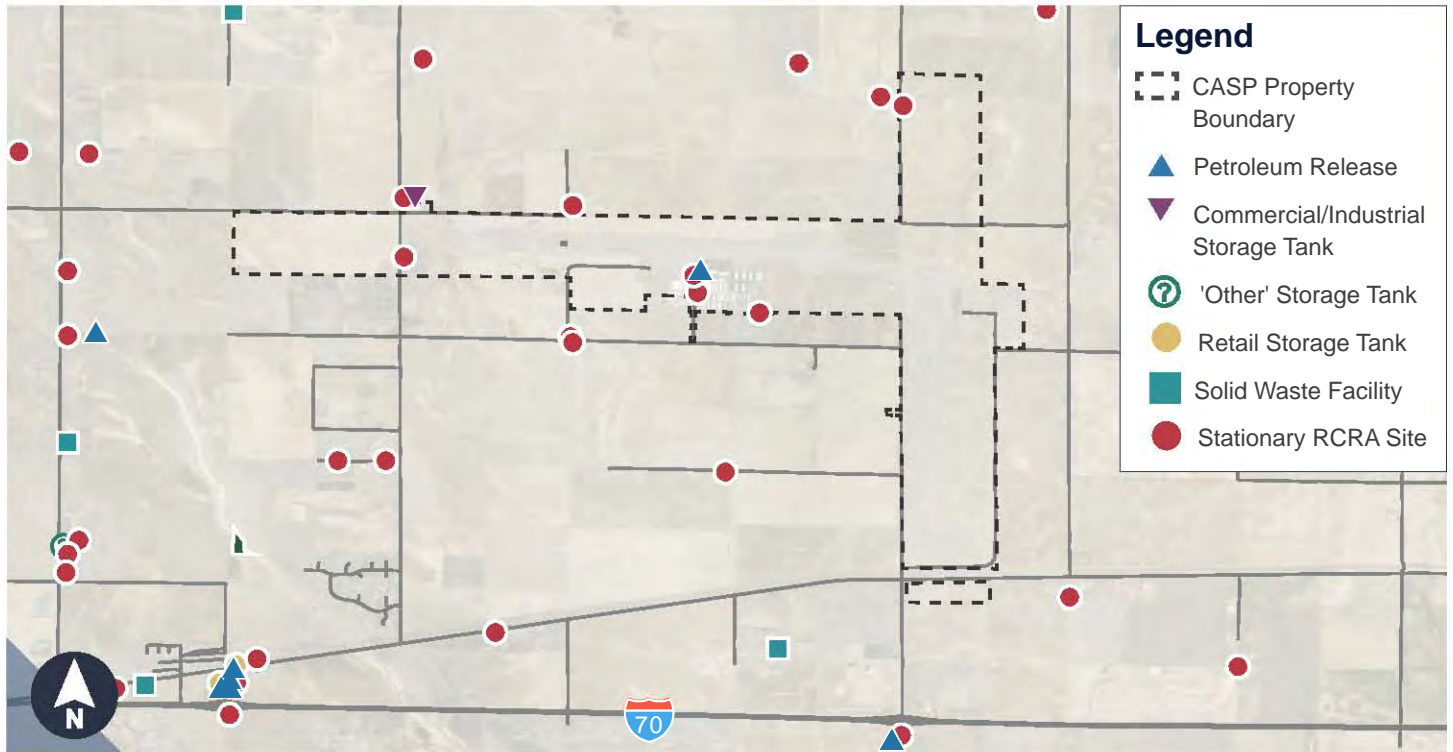
**Figure 2-9. Farmland Soils**



Source: Kimley-Horn

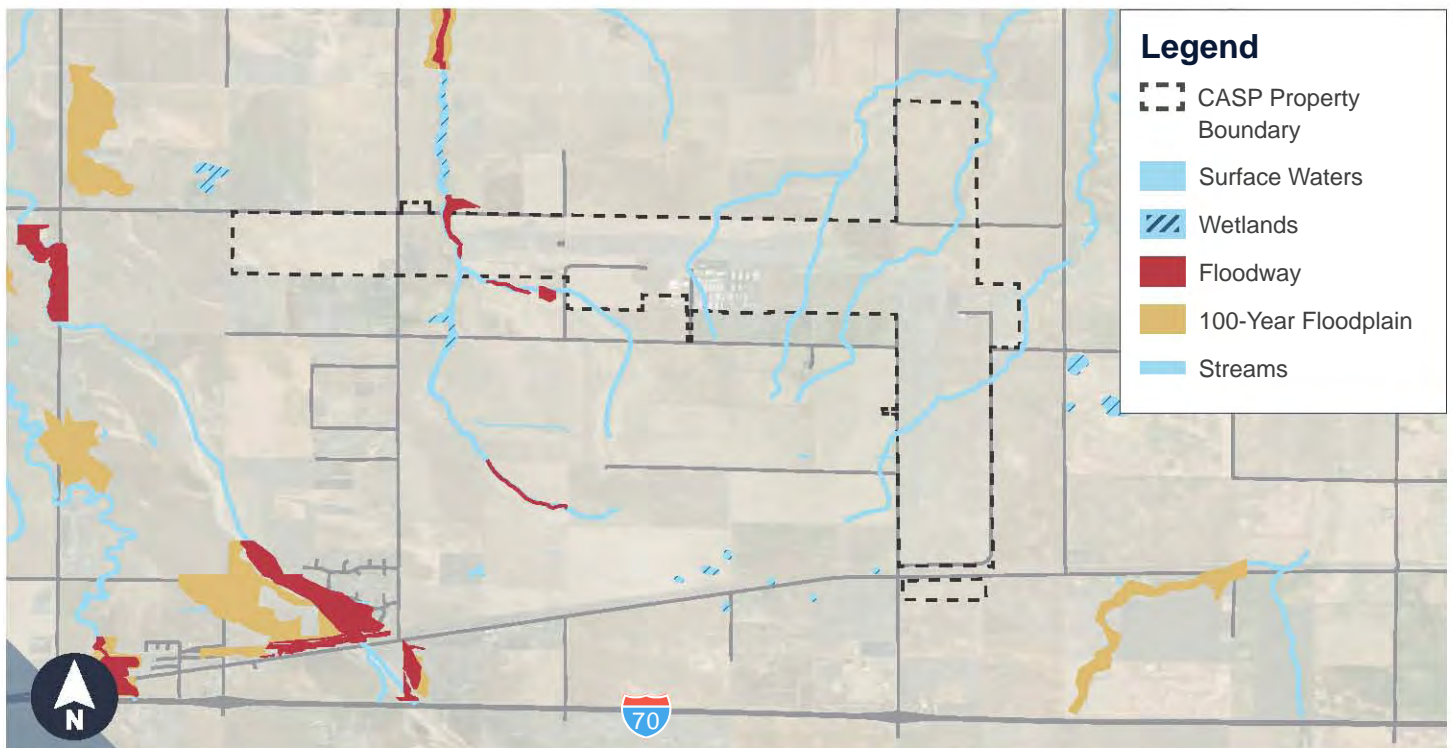


Figure 2-10. Hazardous Materials



Source: Kimley-Horn

Figure 2-11. Water Resources



Source: Kimley-Horn

## Land Use, Zoning and Socioeconomic Profile

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This section describes the land use and zoning data as well as the socioeconomics of the area surrounding CASP.

### Vicinity Land Use and Zoning Data

CASP is located six miles from DEN, is easily accessible from the interstate, and is proximate to a rail line. CASP is surrounded by multiple jurisdictions, including unincorporated Adams County, the City of Aurora, the Town of Bennett, and the City and County of Denver. Each of these jurisdictions play a key role in the development around CASP.

Most local units of government have comprehensive plans, which are long-range planning documents that delineate land use policy, zoning designations and jurisdictions, and other pertinent land use planning initiatives. The most recent Adams County Comprehensive Plan was adopted in 2012. Although the document has not been updated since the Front Range Airport changed its name to the Colorado Air and Space Port, specific policies pertaining to the facility include:

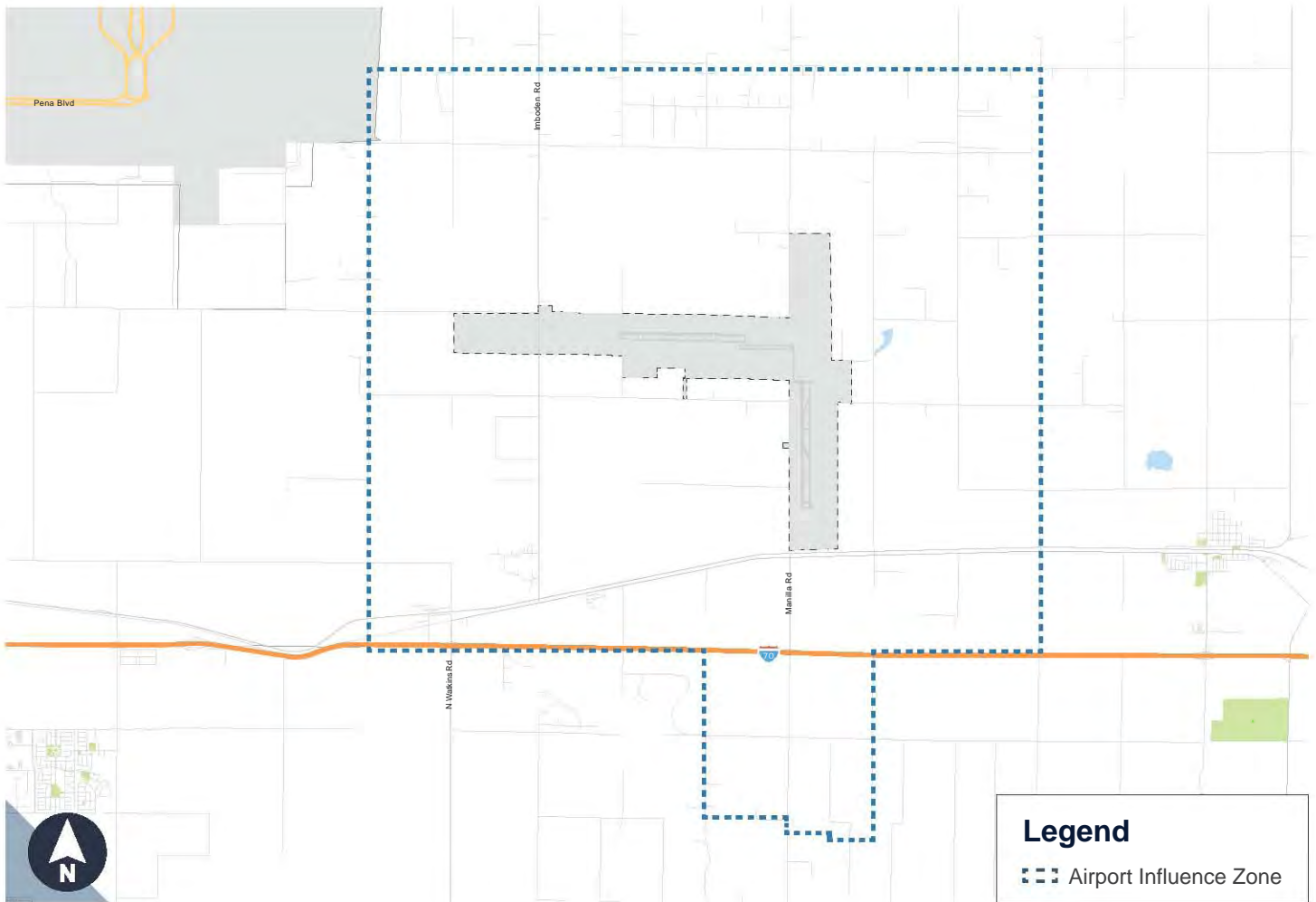
- **Policy 11.4: INFORM DEVELOPMENT OF POTENTIAL AIRPORT-RELATED IMPACTS** – Continue to require avigation easements and/or notice to prospective purchasers of residential property located within two miles (or other appropriate distance) of the 60 Ldn noise contour associated with the full build out of Front Range and Denver International Airports.
- **Policy 18.1: SUPPORT THE EXPANSION OF THE FRONT RANGE AIRPORT** – Continue to support and develop the Front Range Airport to accommodate large aircraft, as a general aviation and intermodal cargo hub for the state and region.
- **Policy 18.2: SUPPORT COMPATIBLE COMMERCIAL AND INDUSTRIAL DEVELOPMENT** – Support compatible commercial and industrial development around the Front Range Airport.
- **Policy 18.3: ENSURE COMPATIBLE SURROUNDING USES** – Ensure that land uses outside the Airport Influence Zone surrounding the Front Range Airport are compatible with airport operations and impacts.

Adams County adopted the development of a Subarea Plan for the CASP area in 2021. The purpose of the Subarea Plan is to provide a vision for the desired future for this area and to serve as a guide for review of future development proposals. The Subarea Plan offers greater detail about the intended future of the area around CASP, including land uses, infrastructure requirements, and development policies and standards.

### Airport Influence Zone (AIZ)

Land in the vicinity of the CASP has been identified as an Airport Influence Zone (AIZ). The AIZ is a 9-mile by 9-mile area surrounding the CASP (see **Figure 2-12**) and includes land impacted by the location of CASP and the noise created by low-flying aircraft <sup>[14]</sup>.

**Figure 2-12. 2021 Airport Influence Zone**



Source: Adams County

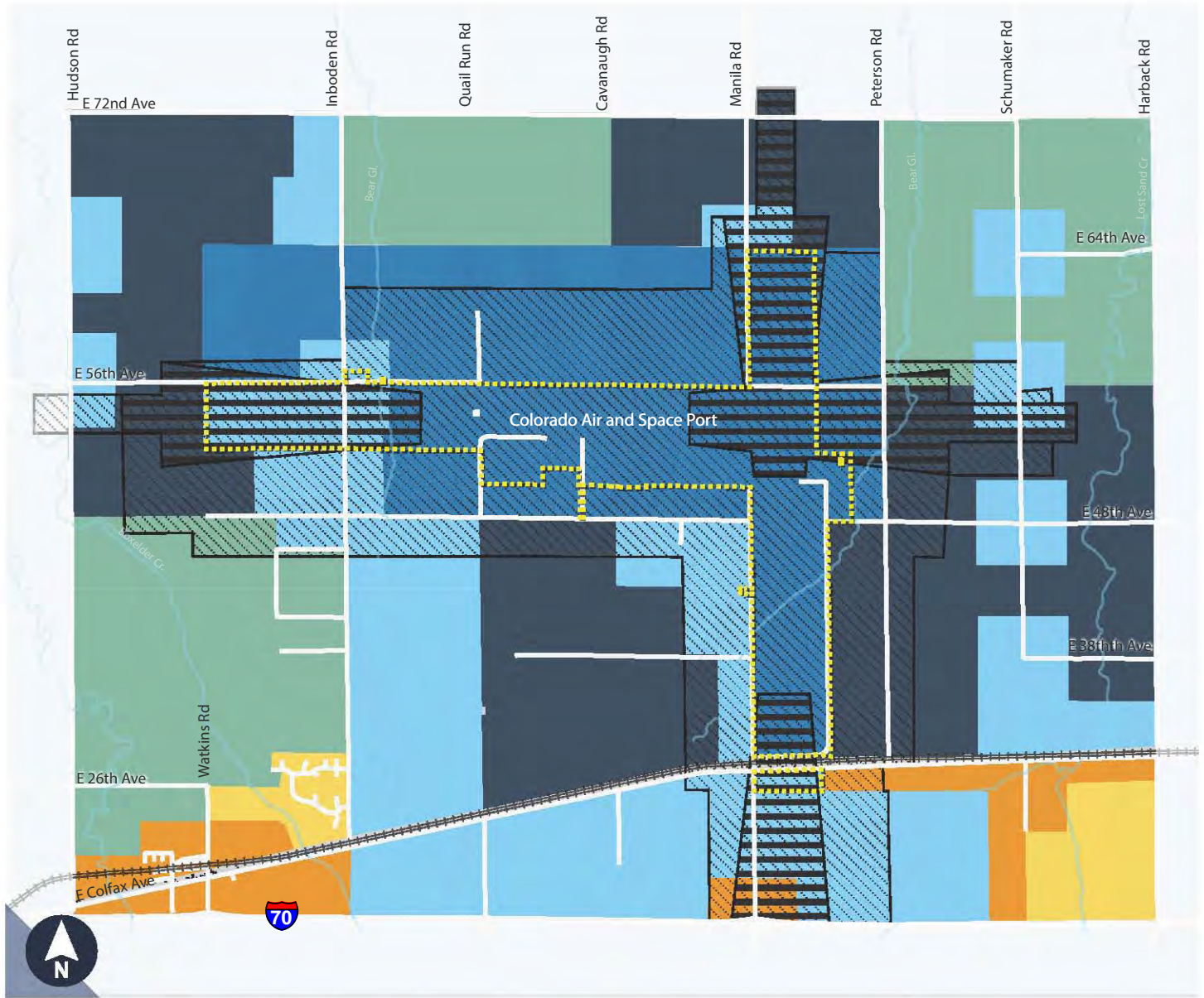
### Subarea Land Use Planning

In 2021 Adams County adopted land use planning guidance for the Subarea in the immediate vicinity of the air and space port. The Subarea Plan’s land use vision shifts from today’s primarily agricultural focus to a future based on employment and innovative land uses, while accommodating existing uses and minimizing impacts on nearby residential neighborhoods. A major theme of the Future Land Use Plan (see **Figure 2-13**) is the “nodal” development pattern which concentrates future mixed-use development (mixed-use industrial and community hub character areas) in the vicinity of existing and future intersections. The Future Land Use Plan also considers appropriate buffers and transitions from existing and future residential areas and higher intensity industrial and aerospace uses to limit potential noise and traffic conflicts. For additional information on the Subarea, see the Colorado Air and Space Port Subarea Plan (Source: <sup>[6]</sup>).



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**Spaceport Master Plan**

**Figure 2-13. Future Land Use Plan for Subarea**



**Character Areas**

- Industry Hub
- Aerospace and Innovation
- Green Energy and Sustainable Agriculture

- Mixed-Use Industrial
- Community Hub
- Neighborhood Residential

**Restriction Areas**

- Restriction Area 2
- Restriction Area 1

Source: Adams County<sup>[6]</sup>

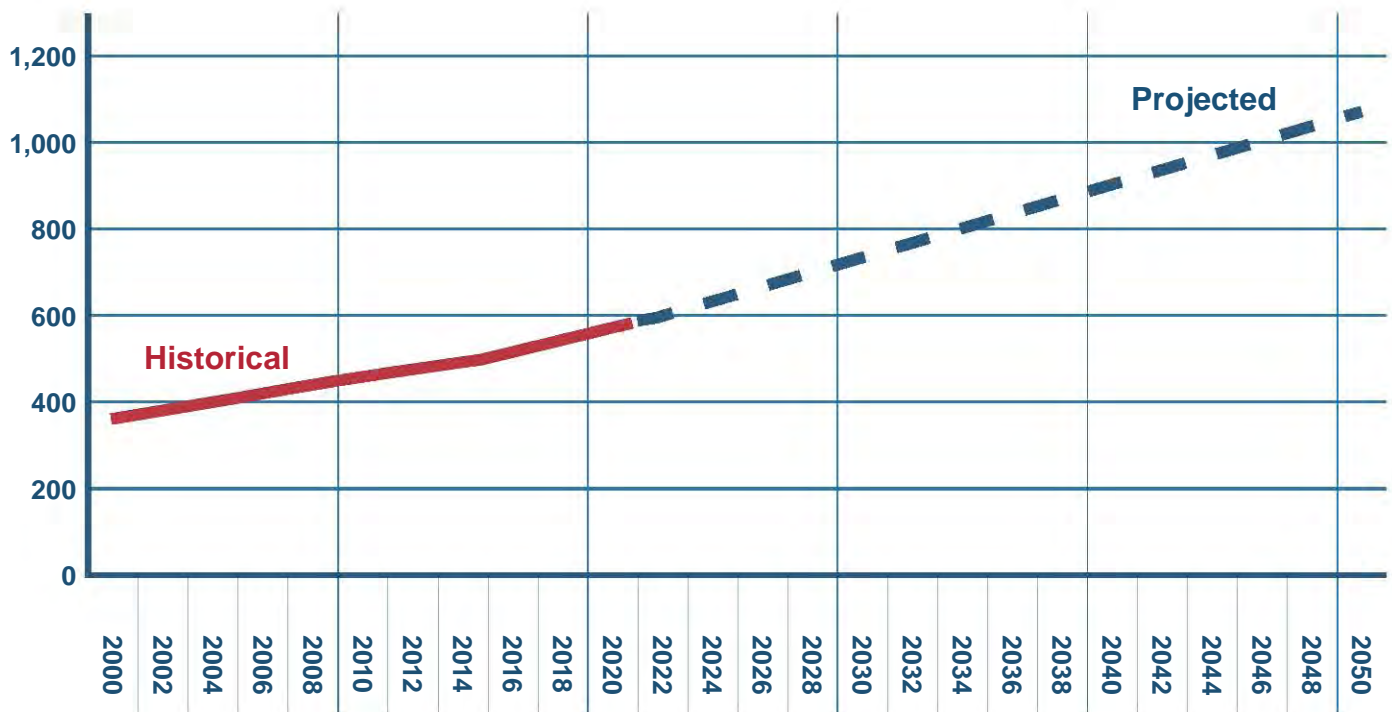
## Socioeconomics

The socioeconomic characteristics of an area contribute to the nature of the surrounding economy and the industries present. The types of services provided at an airport or spaceport, and the extent to which those services are demanded, is also related to the socioeconomic characteristics of an area. Socioeconomic data from the Colorado Department of Local Affairs (CDLA) and Bureau of Economic Analysis (BEA) were reviewed to identify historical and current population, income, employment, and other demographic characteristics of Adams County, where CASP is located. These data will be incorporated into the forecasting models and master planning efforts for CASP.

### Population and Population Growth

According to the CDLA, Adams County was estimated to have a population of over 511,000 people in 2018, which is the most recent population data available. The County is the state’s fifth most populous, representing about nine percent of the state’s total population of 5.7 million. The population of Adams County has increased 1.8 percent annually since 2010, when the population was approximately 443,000. This growth rate was 0.3 percent greater than the statewide growth rate over the same ten-year period. Over the next 30 years the population of Adams County is projected to grow to 852,000. Adams County experienced a net migration of 3,600 people in 2018, and it has experienced a total net migration of 36,000 people since 2010. Adams County was one of only 10 counties in Colorado to experience positive net migration greater than 10,000 between 2010 and 2017, as shown in **Figure 2-14**. All 10 of the top counties were along the I-25 corridor in north-central Colorado.

**Figure 2-14. Adams County Population Growth (In Thousands)**



Source: Colorado Department of Local Affairs



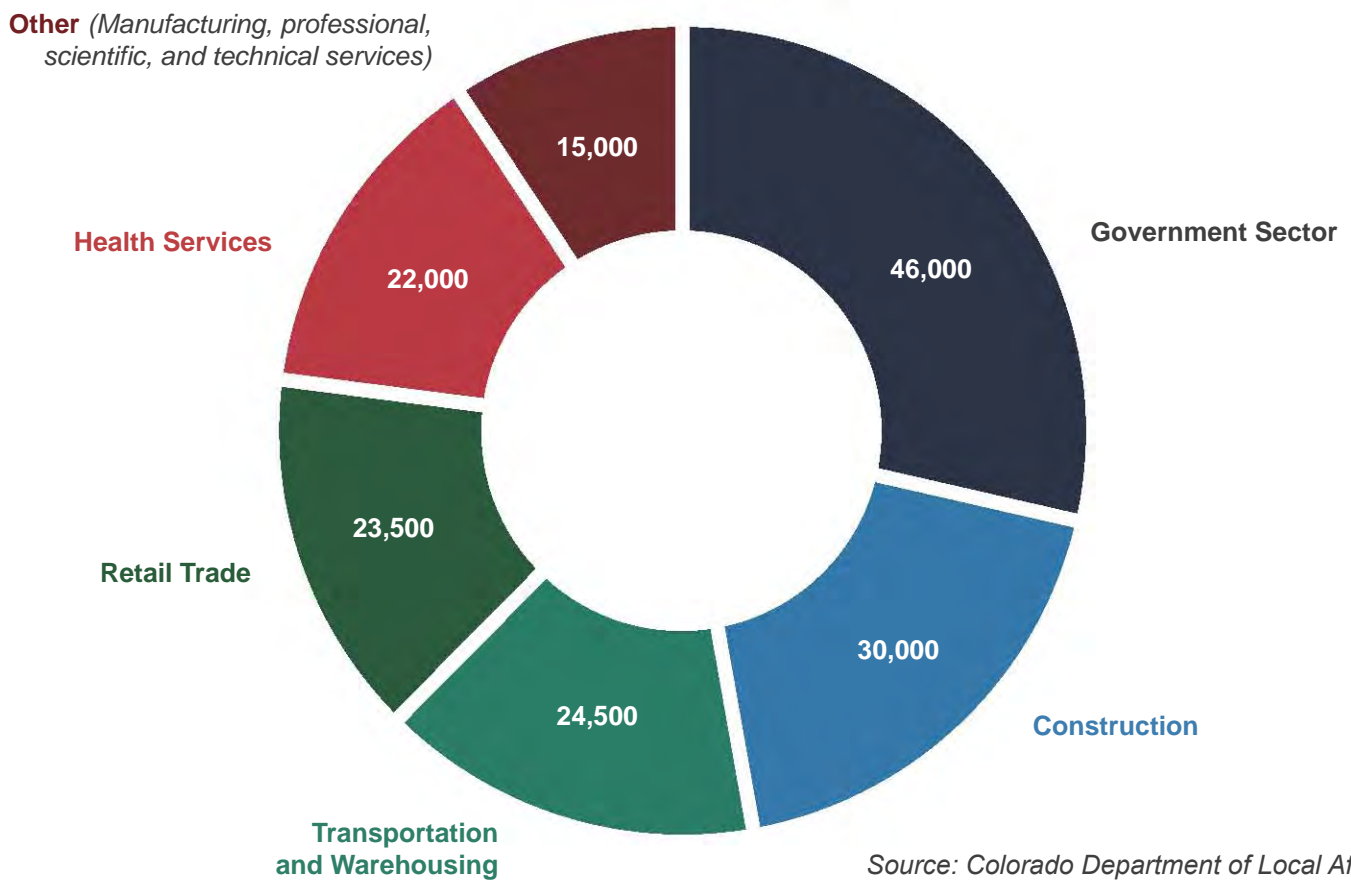
***Income and Employment***

As of 2018, the gross domestic product (GDP) for Adams County was approximately \$26.8 billion which accounted for about seven percent of the state’s \$371.7 billion GDP. The GDP in Adams County grew steadily between 2015 and 2018 at a rate of about four percent each year, outpacing the growth rate of both Colorado and the United States during the same time period. The largest industries in Adams County by contribution to the total GDP were government (\$4.5 billion), trade (\$4 billion), manufacturing (\$3 billion), and construction (\$2.8 billion)<sup>1</sup>.

The per capita personal income level in Adams County was approximately \$43,000 in 2018, and the average earnings per job in the same year was \$60,000 across a total employment level of 287,000 jobs<sup>2</sup>. The per capita income level rose by four percent and five percent respectively in the two preceding years, which also outpaced the United States by about a quarter of a percent each year. However, this increase trailed Colorado’s growth rate by 1.6 percent and 0.4 percent in 2017 and 2018, respectively.

In 2018 the labor force in Adams County was comprised of about 269,000 people, which represented a 69.5 percent participation rate. The government sector employed the largest number of people (46,000). Other sectors which employed more than 200,000 people in 2018 included construction (30,000), transportation and warehousing (24,500), retail trade (23,500), and health services (22,000). Other sectors which included manufacturing, professional, scientific, and technical services employed about 15,000 people in 2018.

**Figure 2-15. Adams County Labor Force**



1 Industry specific GDP data for agriculture, forestry, fishing and hunting, utilities, educational services, and natural resources and mining were not available to avoid disclosure of confidential information.

2 The per capita personal income is calculated as the total personal income of Adams County divided by the total population of Adams County. The average earnings per job is calculated as the total earnings by place of work in Adams County divided by the total number of jobs in Adams County.

## Local Development

CASP is located within an unincorporated area of Adams County about thirty minutes east of downtown Denver and ten minutes west of the Town of Bennett. These areas are all located within the Denver-Aurora-Lakewood Metropolitan Statistical Area (MSA), an area that generated \$214 billion in GDP in 2018. In addition to numerous developments in the Denver area, the unincorporated area of Adams County surrounding the CASP has also seen hundreds of rezoning, PUD, and other development applications submitted within the last five years. Some of the proposed developments listed on the Adams County Development Services website that are immediately adjacent to the include:

- 620-acre Rocky Mountain Rail Park PUD industrial park with 11 lots
- Rail terminal and services facility off Union Pacific rail line
- Precision Building Systems 294,600 square foot industrial facility within the Rocky Mountain Rail Park
- Rezoning plots of 78 acres, 40 acres, and 35 acres from Agricultural to Industrial uses
- Copeland Precast concrete manufacturing facility
- Multiple ground mounted solar array fields
- 5.5-mile long 230 kV electrical transmission line
- Food processing facility

These proposed developments are consistent with the Imagine Adams County Comprehensive Plan (2012) 5 which described “significant future growth potential...in the Front Range Airport environs” within the I-70 corridor. This plan outlined policies and strategies for the I-70 corridor and CASP area which included:

- Supporting the expansion of the Front Range Airport by reviewing zoning provisions to ensure that aviation-related commercial and employment uses are permitted within the AIZ and reviewing and updating the Airport Master Plan at least every five years.
- Supporting compatible commercial and industrial development by reviewing and updating permitted uses within the Airport Overlay Zone District to encourage development of commercial and industrial uses, providing economic incentives to attract new businesses or redevelopments, and investing in infrastructure required to attract and support new industrial and commercial developments.
- Ensuring compatible surrounding uses by reviewing and amending the AIZ boundary and requiring proposed developments within the AIZ to be approved by CASP.

While the area nearest to CASP is focused on industrial and commercial development, the neighboring Town of Bennett is focused on accommodating future urban growth by securing reliable infrastructure including a water supply. The 2012 Comprehensive Plan outlined strategies to concentrate growth in employment and neighborhood centers within the town’s Area of Planning Interest and to encourage intergovernmental coordination between Adams County and the Town of Bennett to support regional infrastructure improvements, revenue sharing, development nodes, and joint development standards.

Colorado Air and Space Port  
**Spaceport Master Plan**







Chapter 3

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# Spaceport Activity Forecast

# SPACEPORT ACTIVITY FORECAST

Understanding forecast activity is an important part of any master planning process. Forecast activity is often the basis for identifying future facility requirements. However, due to the nature of the commercial space industry it is difficult to forecast both the timing and magnitude of space activities. As part of the Spaceport Master Plan process for CASP, Bryce Space and Technology (Bryce) developed a 20-year forecast of suborbital horizontal launch and reentry activity.

This chapter summarizes the Bryce forecast analysis and incorporates additional considerations related to market opportunities. Additional details of the analysis are included in the report Forecast and Market Analysis of Horizontal Space Launch and Reentry at Colorado Air and Space Port (CASP) included in **Appendix C**. After reviewing existing available forecasts, the Bryce analysis identified factors that will influence markets, reviewed peer US spaceports, described CASP's critical suborbital vehicles, and characterized manufacturing, infrastructure, and transportation modes supporting suborbital vehicles.

## Launch Systems Review

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As discussed in Chapter 1, CASP currently has an LSOL to serve Concept X suborbital RLVs. Suborbital RLVs are reusable space vehicles that carry humans, cargo, and/or experiments to suborbital altitudes. They typically follow a four-phase mission profile: 1) launch phase, 2) parabolic trajectory phase, 3) reentry phase, and 4) landing phase. During the second phase, the RLV reaches its apogee, or peak, and passengers, cargo, or experiments experience several minutes of microgravity. Concept X vehicles are one of the three main types of HTHL suborbital RLVs, as classified by the FAA:

- Concept X suborbital RLVs take off from and land on a runway using jet engines but use rocket engines to reach their apogee.
- Concept Y suborbital RLVs take off from a runway using a rocket engine and make an unpowered landing.
- Concept Z suborbital RLVs use an air-drop design where a jet powered airplane releases a rocket powered launch vehicle that may make an unpowered landing.

In addition to HTHL suborbital RLVs, other commercial launch/reentry systems include:

- Reentry vehicles
- High-altitude balloons
- Vertical Takeoff Vertical Landing (VTVL) systems

A selection of potential launch systems, reentry systems, and support vehicles in various stages of development, at the time of this report, are presented in **Figure 3-1**.

Figure 3-1. Launch, Reentry and Support System

Vehicle Description		Carrier Aircraft	Estimated Development Progress					Status
			Preliminary		Operational			
			1	2	3	4	5	
<b>X</b>	RocketPlane XP	None						Canceled
	Airbus Defence and Space SpacePlane	None						On Hold
	Bristol Ascender	None						Active
	PD Aerospace Spaceplane's	None						Active
	SABRE Development Vehicle	None						Active
	Reaction Engines Skylon	None						Active
<b>Y</b>	XCOR Lynx	None						Canceled
	Dawn Aerospace Mk-II Aurora	None						Active
	Dawn Aerospace Mk-III	None						Active
<b>Z</b>	Northrop Gumman Pegasus XL	L-1011						Active
	Coleman Aerospace	C-17						Active
	Coleman Aerospace	C-130						Active
	Virgin Orbit LauncherOne	B747-400						Active
	Virgin Galactic SpaceShipTwo	WhiteKnightTwo						Active
	Stratolaunch Talon-A	Roc						Active
	Generation Orbit X-60A	NASA C-20A						Active
	Aevum	Ravn X						Active
	Bristol Spacecab	Custom						Active
	Bristol Spacebus	Custom						Active
	Orbital Access Orbital 500R	MD-11						Active
	S3 SOAR Spaceplane	A300						Canceled
<b>Reentry Vehicle</b>	Boeing X-37B	Vertical Rocket						Active
	Sierra Space Dream Chaser	Vertical Rocket						Active
<b>Support Vehicle</b>	Zero-G (727-200)	None						Active
	Super Guppy	None						Active
	<b>F-104 Starfighter</b>	None						Active
<b>Super Sonic</b>	Boom XB-1	None						Active
	Aerion AS2	None						Canceled
	Spike S-512	None						Active
	Boom Overture	None						Active
<b>Balloon</b>	World View Stratollite	Balloon						Active
	Space Perspectives Neptune	Balloon						Active
<b>VTVL</b>	Masten Xodiac	None						Active
	Blue Origin New Shepard	None						Active
	SpaceX Starship	None						Active
	New Frontier Aerospace	None						Active

Source: Kimley-Horn



Active Suborbital Programs

There are currently two suborbital RLV systems in service that address both the suborbital tourism and research and technology demonstration markets:

- Virgin Galactic’s system is composed of the WhiteKnightTwo carrier aircraft and SpaceShipTwo spacecraft. It is expected to be operational by the end of 2022 and will operate from Spaceport America in New Mexico.
- Blue Origin’s New Shepard launches and lands vertically and operates from a site owned by Blue Origin in rural Texas. It began operations in 2021.

**Review of Previous Forecasts**

Bryce completed a thorough review of previously published forecasts for the suborbital RLV market. A summary of the reviewed forecasts is presented in **Table 3-1**. Bryce concluded that several previous forecasts and market assessments provided useful background information but lacked sufficient support for the methodology or supporting evidence, were outdated, and/or included unprecedented or unrealistic growth rates. However, Bryce had a high level of confidence in one of the forecasts given the detail provided in the forecast and supporting methodology. Therefore, Bryce used this study as the baseline for its own forecasts. Additional information on this report is provided below. Bryce also reviewed the launch and reentry estimates included in nine spaceport environmental reviews. These forecasts were useful for understanding anticipated activity limits, but the forecasts themselves were obsolete.

**Table 3-1. Previous Forecasts Review Matrix**

	<b>Projection(s)</b>
Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand (2019 update)	Three forecast scenarios, all growth
Space Tourism Market Study: Suborbital Study with Update (2002, 2006)	S-shaped growth curve
Commercial Viability Evaluation of the Suborbital Space Tourism Industry (2019)	No specific projections
Space Tourism and Travel Markets (2020)	Proprietary
Great Expectations: An Assessment of the Potential for Suborbital Transportation (2008)	Adopts Tauri Group forecast
Market Demand Methodology for US Suborbital Reusable Launch Vehicle Industry (2014)	Forecasts level of tech development necessary for commercial market
Feasibility Study and Future Projections of Suborbital Space Tourism at the Example of Virgin Galactic (2008)	Focused forecast, with growth projection for Virgin Galactic
Next Generation Suborbital Activities: Assessment of a Commercial Stepping Stone (2010)	Projects increased investment in suborbital activity as risk perception falls

Source: Bryce Space and Technology



Source: Kimley-Horn

Source	Headline(s)	Source Type	Forecast Confidence
Bryce Space and Technology	Growing demand for commercial human spaceflight and basic/applied research once operations begin	3rd party	
Futron Corporation	Demand for sub-orbital tourism is strong, and revenues depend on uncertain supply	3rd party	
Guerster, Crawley, and de Neufville	Market is very risky, and many approaches will fail	Academic	
Northern Sky Research	Proprietary	3rd party	
International Space University	Policy focused	Academic	
Six authors from The Aerospace Corporation and NASA Armstrong	Costs must decrease and reliability must increase for a feasible sub-orbital tourism market	3rd party	
Matthias Otto, Cologne Business School Köln	Overview of sub-orbital tourism market, with case study forecast of Virgin Galactic	Academic	
Lackner and al-Midani, ALPS Ventures	With increased suborbital activities come reduced risk, and a broader investor base	3rd party	

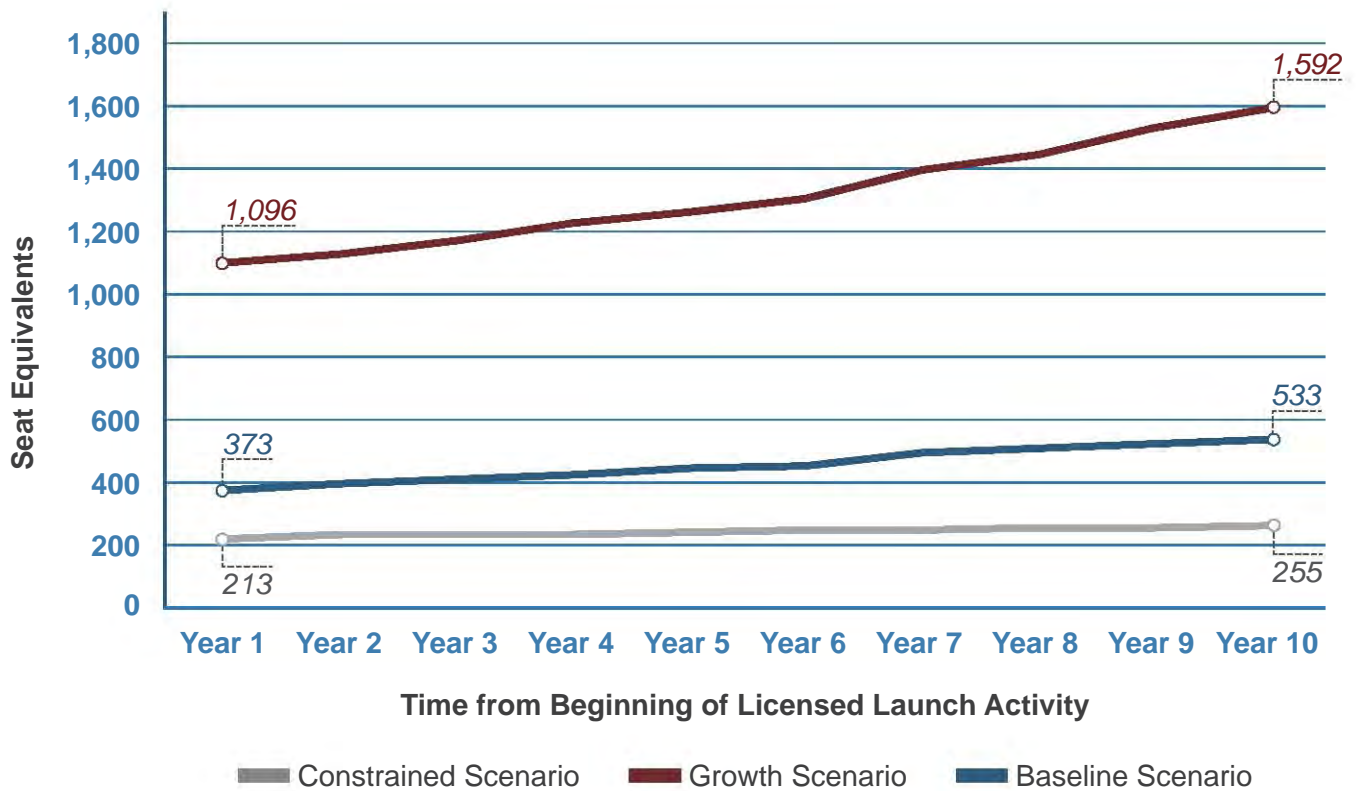


**Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand (with 2019 update)**

This 10-Year Forecast study was originally published in 2012 by the Tauri Group and updated in 2019 by Bryce. The study was jointly funded by the FAA and Space Florida. This study forecasted 10-year demand for suborbital RLVs by analyzing dynamics, trends, and areas of uncertainty in eight distinct markets these vehicles could address. This study combined primary research with open source materials to build a full and objective picture of suborbital RLV market dynamics. The forecast combined passenger and cargo demand by presenting the results in seat/cargo equivalents based on average capacity of suborbital RLVs. Three scenarios were forecast – baseline, growth, and constrained – to reflect the possibility of changes in the market.

As shown in **Figure 3-2**, this study resulted in a baseline forecast ranging from around 370 seat/cargo equivalents in Year 1 to over 500 seat/cargo equivalents in the 10th year, a total demand of \$600 million over 10 years. However, the Year 10 forecasts ranged from 255 to nearly 1,600 seat/cargo equivalents in the constrained and growth scenarios, respectively. The study found that the largest source of demand for suborbital RLVs is the commercial human spaceflight market led by high-net-worth individuals (HNWI).

**Figure 3-2. Forecast Results from Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand**



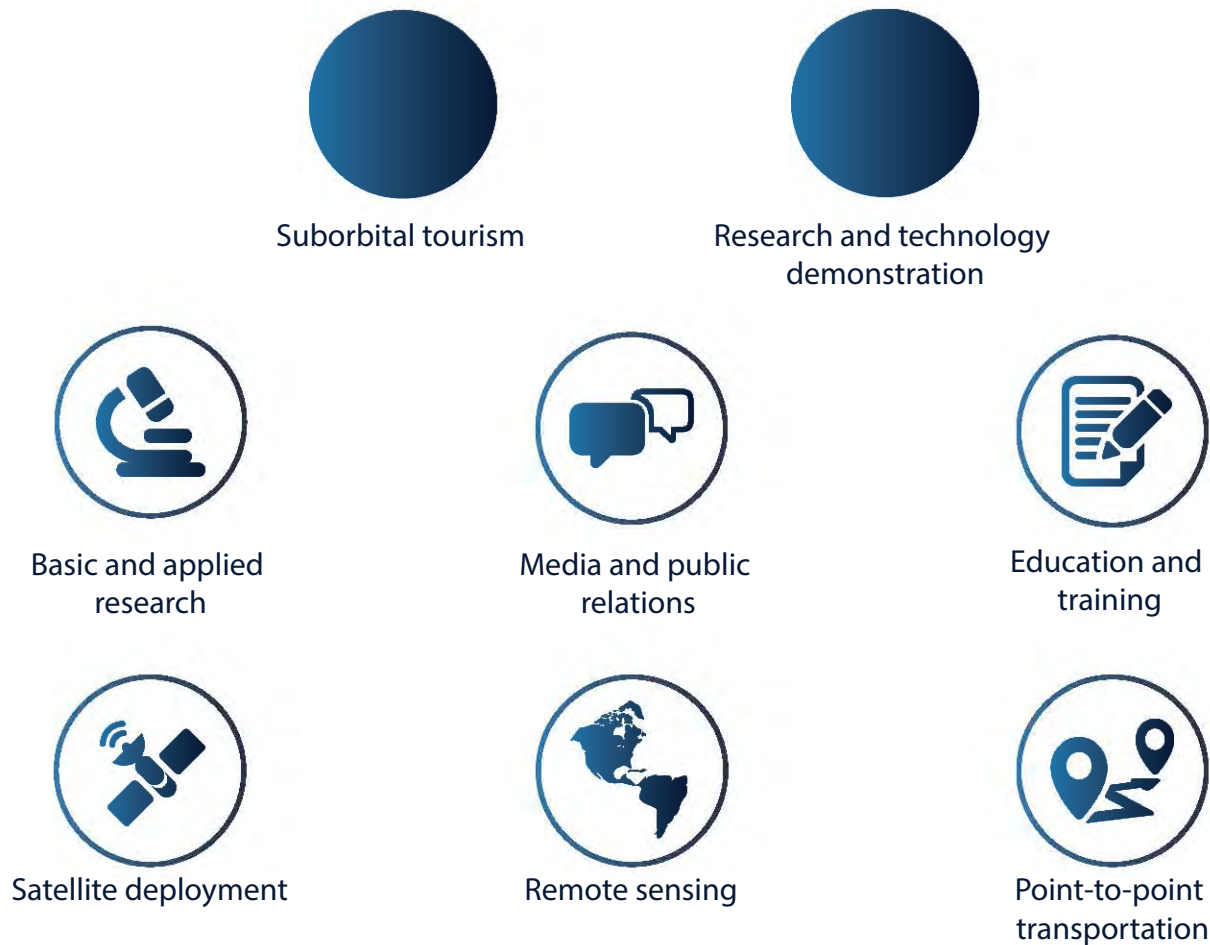
Source: Tauri Group

## Trends and Factors Impacting Spaceport Demand

This section focuses on market considerations that impact spaceport demand, including two primary markets identified by Bryce in relation to licensed launch and reentry activities. Additionally, a discussion of services and infrastructure provided by peer spaceports, other factors supporting the suborbital RLV market, and barriers to entry into the market are provided in this section.

### Suborbital Launch Market Assessment

The 10-Year Forecast study identified eight suborbital markets that may be addressed by the various launch vehicles in development. Of the eight markets, Bryce concluded that only two of the markets projected high forecasts for the number of flights and associated revenue: 1) suborbital tourism and 2) suborbital research and technology demonstration. Flights and revenue associated with the other six markets are either considered minor in comparison, are not expected within the analysis timeline (before 2040), or it is probable that these markets are not sustainable due to competing alternatives. Additional details on these other six markets are provided in the Bryce report included as **Appendix C** to this Spaceport Master Plan.



### ***Suborbital Tourism***

Suborbital tourism is the use of suborbital RLVs by individuals who have purchased tickets to fly aboard these vehicles for pleasure. The advertised price per seat is in the low six figures and expected to rise to mid six figures after 2020. Two companies have planned commercial service for suborbital RLVs: Virgin Galactic and Blue Origin. Virgin Galactic sold over 600 tickets between 2004 and 2014. In August 2021, the company reopened ticket sales for \$450,000 per seat. It is expected that Blue Origin opened a reservation system selling tickets in 2021. According to Bryce the first tickets are expected to cost “hundreds of thousands of dollars.”



Source: Virgin Galactic

**Target Market.** The target market for suborbital tourism is HNWI plus enthusiasts with a lower net worth. The number of HNWI with a net worth over \$5 million increased over the five-year period between 2014-2019, with an estimated 5.7 million HNWI in 2019. Historically only a few HNWIs have expressed strong interest in suborbital tourism flights – mostly individuals who engage in other extreme or high-risk activities. Enthusiasts with lower net worths have also expressed strong interest in suborbital spaceflights and are sometimes willing to spend a large portion of their income or even borrow money for the experience. According to Bryce, demand is somewhat elastic and as the price of a ticket drops from \$250,000 to \$100,000 the demand doubles.

**US Government Policy.** US government policy is a key driver of the suborbital tourism market. The regulatory authority for commercial suborbital RLV activity is the FAA, which has taken a “light approach” to regulation in order to foster this emerging industry. Regulatory reform activities began in 2018 and are ongoing. New launch and reentry regulations were published on September 30, 2020. Continued changes to the regulations will need to be monitored although industry is expecting the FAA to continue its “light approach” to regulation.

**Demand.** As discussed above, there are two main groups driving demand for space tourism: HNWI and enthusiasts. For HNWI, the interest in space tourism is driven by the level of exclusivity and luxury. Enthusiasts, on the other hand, are more emotionally invested in the idea of spaceflight and are sometimes willing to spend outside their means for the experience.

**Competing Markets.** Competing markets to suborbital tourism contend with CASP for demand but also provide potential alternative markets for CASP:

- Large scale point-to-point operations like SpaceX’s Starship could compete with small suborbital RLV missions for tourism.
- Other experiences using planes and balloons can provide elements of the space experience such as a view of the curvature of earth or a period of microgravity. These experiences could be supported by CASP but would need to be evaluated for compatibility due to the proximity to DEN and the Class B airspace above.



## Suborbital Research and Technology Demonstration

Suborbital research and technology demonstration is the use of crewed and uncrewed suborbital RLVs to access the space environment to support scientific research and the development and testing of technologies. Suborbital RLVs and their operators provide a low-cost, rapid, and repeatable alternative to other options such as orbital platforms and sounding rockets. Suborbital RLVs provide a period of microgravity, a near vacuum environment, and immediate access to payloads after the flight. Operators also provide a “one-stop-shop” for administration, processing, and management of payloads.

**Target Market.** The market for suborbital research and technology demonstration includes government, private companies, and academia conducting space-related scientific research and technology test and demonstration missions. Colorado is one of the largest centers of space-related activity in the US, which provides a source of potential suborbital RLV users for CASP.

**US Government Policy.** National Aeronautics and Space Administration (NASA) support for suborbital RLV flights plays a role in this market. The NASA Flight Opportunities Program has flown science payloads on traditional suborbital RLVs and other commercial microgravity flights and it is expected to continue to do so. In 2020, NASA furthered the development of a program to train astronauts and potentially procure and system qualify suborbital RLVs.

**Demand.** The demand for this market is driven by several advantages provided by suborbital RLVs compared to other alternatives. Some of these advantages include:

- Shorter scheduling lead time
- Quick access to results compared to orbital options
- Continuous microgravity for up to seven minutes compared to non-orbital options
- Ability to fly several times in one day (repeatability)
- Affordability

Bryce outlines several types of research generating demand for suborbital RLVs including atmospheric research, suborbital astronomy, longitudinal human research, and microgravity research. Demand for technology test and demonstration missions will be led by NASA and other civil space agencies.

**Competing Markets.** There are several other platforms for space-related research including airplanes or aerial systems with attached sensors and instruments, parabolic flights, balloons, sounding rockets, and orbital platforms like the International Space Station (ISS). However, Bryce states that suborbital RLVs have the benefit of combining many of the advantages of these individual alternatives at a price that will be competitive as the market matures. Furthermore, some types of research cannot be conducted using other platforms or do not perform as well as they do using suborbital RLVs.



Source: Blue Origin

## **Non-Launch Markets**

Before licensed launch operations can begin, a significant investment is required by commercial space operators to design, test, and manufacture their vehicles and components. Another complementary market is training for astronaut and space flight participants, such as the National Aerospace Training and Research (NASTAR) Center in Pennsylvania. Over the past decade, a wide range of commercial space companies have utilized spaceports to establish and expand their businesses. These markets were not addressed by Bryce or included in Bryce's forecast, but they present additional market opportunities for CASP. Additional non-launch markets include research and development, testing, manufacturing, training, support systems, and unmanned aerial systems.



Source: Masten Space Systems (Left), Virgin Orbit (Right)

## **Research and Development**

Many commercial space startups require incubator space to begin developing their technologies and building their companies. While this process can occur anywhere, clusters tend to form in certain locations, such as the San Francisco Bay Area and Mojave Air and Space Port. These clusters benefit from partnerships between industry, government, investment groups, and universities. Some spaceports are developing exploration parks and technology centers that provide an environment that fosters the entrepreneurial spirit in hopes of attracting commercial space startups.

## **Vehicle, Payload, and Component Testing**

Both established and upcoming commercial space companies require locations and infrastructure to conduct rocket engine testing. While it's common for this infrastructure to be built at commercial spaceports or federal ranges, there are many locations around the US where rocket engine testing occurs independent of launch facilities. Test facilities at Mojave Air and Space Port and Spaceport America are excellent examples of compatible testing that can occur at a commercial spaceport. In addition, test facilities previously developed by SpaceDev's in Poway, California and ORBITEC in Baraboo, Wisconsin offer examples of off-spaceport test facilities that could also be located at or near commercial spaceports.

## **Vehicle, Payload, and Component Manufacturing**

Manufacturing of launch vehicles, payloads, and components is an important element of the commercial space industry. The supply chain that supports this industry is broad and geographically diverse. Recently there has been a desire by some manufacturers to locate final manufacturing at or near spaceports. For example, the SpaceX Company chose to locate their manufacturing facility at Mojave Air and Space Port while Blue Origin and OneWeb both chose to build their manufacturing facilities in Exploration Park at Kennedy Space Center (KSC).

## **Workforce and Spaceflight Participant Training**

Spaceports can also act as a hub for both workforce training and spaceflight participant training. In 2019, Houston Spaceport partnered with San Jacinto College to develop an Aerospace Technical Training Program to train technicians in a variety of on-demand aerospace skills. Similar programs can be developed at other spaceports by partnering with

local colleges or universities. The Boulder-Denver-Colorado Springs area already has a high concentration of industry and aerospace education activity that supports launch vehicle and spacecraft development, satellite services, and scientific research.

Basic spaceflight training for participants is often viewed as a prerequisite to flights on commercial launch systems. While most of the pre-flight training is expected to be conducted by the launch vehicle operators, some spaceports have evaluated the potential of providing training facilities to support both spaceflight participants and space enthusiasts.

### **Space Support Systems**

The operation of space support systems might fall outside of licensed launch activities, but it is an additional capability that a commercial spaceport could provide. Operating these systems provides added value to spaceport customers and additional opportunities for revenue generation for the spaceport. Examples of these space support systems and the services they support include:

- Zero-G (Airbus A300, microgravity parabolic flights)
- Virgin Galactic (WhiteKnightTwo, spaceflight participant training)
- Starfighters Aerospace (F-104, high performance and high-altitude flights)



Source: Zero-G

### **Supersonic Systems**

A variety of supersonic aircraft by companies like Boom Aerospace and Spike Aerospace are in various stages of development and include technology demonstrators as well as commercial and passenger aircraft. In December 2020, it was announced that the Kansas Department of Transportation signed an agreement with the FAA to establish a Kansas Supersonic Transportation Corridor (SSTC) that would enable the testing of aircraft up to Mach 3. The corridor is bi-directional and approximately 770 nm spanning from Garden City, Kansas to approximately Pittsburg, Kansas. The proximity of the proposed corridor to CASP could enable supersonic aircraft operators to utilize CASP as an arrival or departure site for testing of their vehicles in the Kansas SSTC.

### **Unmanned Aerial Systems**

Spaceports provide opportunities for the development, testing and operations of emerging technologies such as unmanned aerial systems (UAS). Several launch vehicle providers and aerospace companies are developing systems that operate autonomously. Spaceport infrastructure, including runways, can be utilized by both traditional UAS and emerging systems such as Urban Air Mobility (UAM) systems, such as Joby Aviation, enabling rapid connectivity between spaceports and urban environments.



**US Commercial Spaceport Network**

There are 12 FAA licensed commercial spaceports in the US, of which nine can offer their sites to support the launch of HTHL type RLVs. Information about these nine spaceports, including CASP, is provided in **Table 3-2** and their locations are shown in **Figure 3-3**. In addition to the nine licensed HTHL spaceports, there are additional proposed sites in Alabama, Arizona, Guam, Hawaii, Maine, Michigan, Mississippi, New Jersey, Puerto Rico, and Texas that may compete with CASP for HTHL operations in the future.

Bryce points out that the most crucial requirement for spaceports is the ability to safely operate within their airspace. Additionally, most US spaceports are co-located with airports or landing strips so that site operations can be handled by the airport operator.

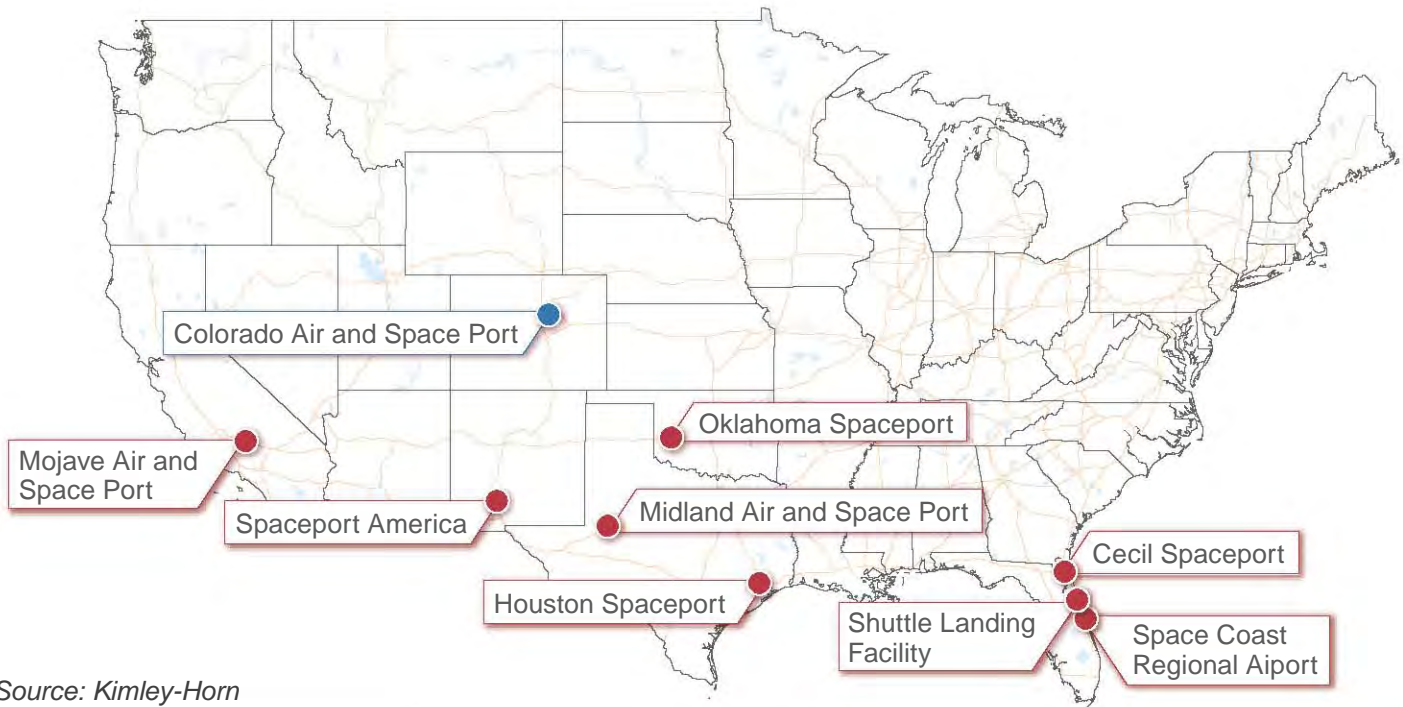
The level of support services provided by spaceports varies. Some spaceports focus on infrastructure such as ARFF, office space, hangar infrastructure, access control, utilities, government liaison services, and public transportation. Other spaceports offer tenants additional services such as facility maintenance, marketing, and engineering support. Bryce did note that in almost all cases spaceport tenants operate their own vehicle integration facilities, payload processing facilities, and propellant handling.

Additional information on the roles and capabilities of the peer spaceports that either complement or compete with CASP can be found in the Bryce report in **Appendix C**.

**Table 3-2. US Licensed HTHL Spaceports**

Spaceport	Max Runway Length (ft)	Runway Width (ft)	X	Y
Shuttle Landing Facility	15,001	300		✓
Oklahoma Space Port	13,503	200	✓	✓
Mojave Air and Space Port	12,503	200	✓	✓
Cecil Spaceport	12,503	200	✓	
Spaceport America	12,000	200	✓	✓
Midland Air and Space Port	9,501	150		✓
Houston Space Port	9,001	150	✓	
Colorado Air and Space Port	8,000	100	✓	
Space Coast Regional Airport	7,319	100	✓	✓

Figure 3-3. US Licensed HTHL Spaceports



Source: Kimley-Horn

Z	Reentry	Active Test Facilities	Active Commercial Space Companies
✓	✓		Sierra Space, Boeing, Starfighters
✓			None
✓		✓	Virgin Galactic, Virgin Orbit, Stratolaunch, Masten, Interorbital, more
✓		✓	Generation Orbit, Aevum
✓		✓	Virgin Galactic, EXOS Aerospace, Sugarhouse Aerospace, UP Aerospace
			AST, Kepler Aerospace
			Intuitive Machines, Axiom, Collins Aerospace
		✓	Reaction Engines, PD Aerospace, New Frontier Aerospace
✓			Space Perspective

Source: Kimley-Horn



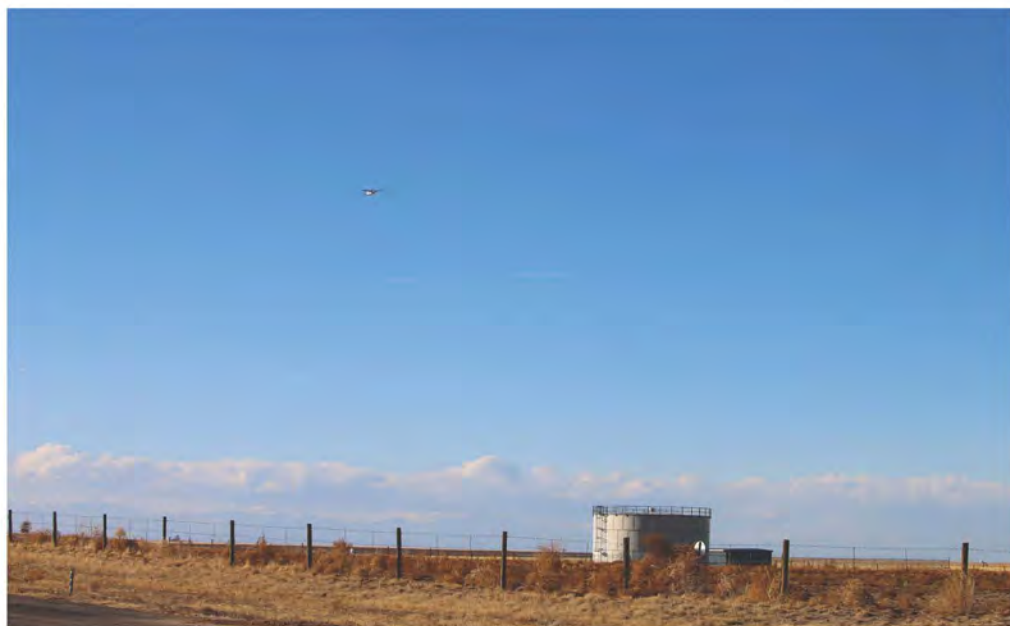
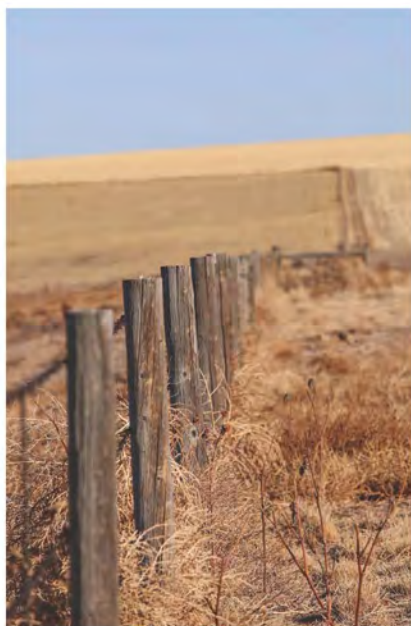
## Other Factors Supporting the Suborbital RLV Market

Bryce also discussed other factors that support the suborbital RLV market. A key factor in market demand is the price of using suborbital RLVs. Several changes and advancements in the manufacturing of suborbital RLVs may help reduce market costs in the future. These factors include simplifying designs, using composites, and using additive manufacturing (AM), which is the fabrication of three-dimensional objects using a computer aided design (CAD) model fed into a printer or printers. Demand for suborbital RLVs at a specific location is also impacted by access to maintenance related services, infrastructure, and various transportation modes.

## Industry Barriers to Market Entry

There are significant barriers to entry to the suborbital RLV market, particularly for suborbital tourism, as discussed by Bryce:

- **Technology.** The development of a suborbital RLV capable of carrying spaceflight participants is technically challenging, especially for companies without access to the substantial resources available to the US government. This is evidenced by the long development timelines of existing RLVs such as those of Virgin Galactic and Blue Origin.
- **Capital investment.** Bryce considered the need for high capital investment to be the most significant barrier to entry in the suborbital RLV market. Developing and operating suborbital RLVs requires sophisticated hardware and software, significant testing, and a highly skilled and specialized workforce, all of which demand significant investment of funds.
- **Economies of scale.** Although there may be more economies of scale as the industry grows, allowing for reduced operating costs and ticket prices, in the near term the market is relatively small with only modest growth anticipated. Bryce also mentions that customer demographics and the geographical location of HNWI interested in suborbital tourism may limit the size of the market in the US.
- **Government policy.** There is a moratorium on regulation of commercial human spaceflight by the FAA until at least 2023 in order to allow the market to grow and collect data to inform appropriate regulations. However, government policy and regulation could impact the growth of the research and technology demonstration market. European access to US suborbital RLV operators has also been limited due to local government policies and processes.
- **Environmental Review.** The environmental review process typically results in significant delays in spaceport development.



Source: Kimley-Horn

## Commercial Space Launch and Reentry Forecasts

Based on research into previous forecasts and the suborbital RLV market, Bryce used a research- and analysis-based approach to forecast 20-year demand for suborbital RLVs. This section briefly summarizes Bryce’s methodology and then discusses the results of the forecast. A more detailed description of Bryce’s methodology and results can be found in the *Forecast and Market Analysis of Horizontal Space Launch and Reentry at Colorado Air and Space Port (CASP)* report included in **Appendix C**.

### Forecasting Methodology and Assumptions

Bryce used both primary research and publicly available data to inform its analysis. The analysis focused on the two markets discussed above: suborbital tourism and suborbital research and technology demonstration.

The analysis was run for four combinations of ticket prices and growth assumptions. The first ticket price of \$250,000 was based on the ticket price for the first round of sales on commercially available Virgin Galactic flights, while the second ticket price of \$100,000 was an “aspirational target” within the 20-year forecast period. The two growth scenarios were a baseline scenario and a growth scenario. The growth scenario assumed a larger and faster growth in the population of HNWI interested in suborbital flight and in demand for suborbital research payloads across all sectors compared to the baseline scenario.

For the suborbital tourism market, Bryce looked at demand from HNWI and space enthusiasts. Because there is a lot of uncertainty surrounding the long-term impacts of the COVID-19 pandemic, Bryce incorporated a general economic impact of the pandemic by including a one-time reduction in HNWI followed by a period of depressed growth for several years. Bryce did not include any potential impacts on the spending behaviors of HNWI, the population of space enthusiasts, or the development of suborbital RLVs.

Bryce also estimated the number of experiments or technology demonstration missions that might use suborbital RLVs. This demand was converted into seat equivalents in order to allow the demand to be combined and compared with the suborbital tourism demand. Test flights as part of the suborbital RLV development process were not included in this market forecast.

### Launch and Reentry Forecast Results

#### Suborbital RLV Market

Bryce’s forecasts for the suborbital RLV market resulted in between 9,167 and 55,611 seat equivalents over the 20-year forecast horizon (2021-2040). The near-, mid-, and long-term demand under each of the four scenario and price combinations are shown in **Table 3-3**. All four forecasts followed a similar pattern with the number of seats and seat equivalents remaining relatively low in the near-term, beginning to increase significantly during the mid-term, and continuing to grow and then level off during the long-term. As expected, the growth scenario with a \$100,000 ticket price resulted in the highest projections, substantially higher than any of the others.

**Table 3-3. Total Forecast Seat and Seat Equivalents by Scenario and Price Point**

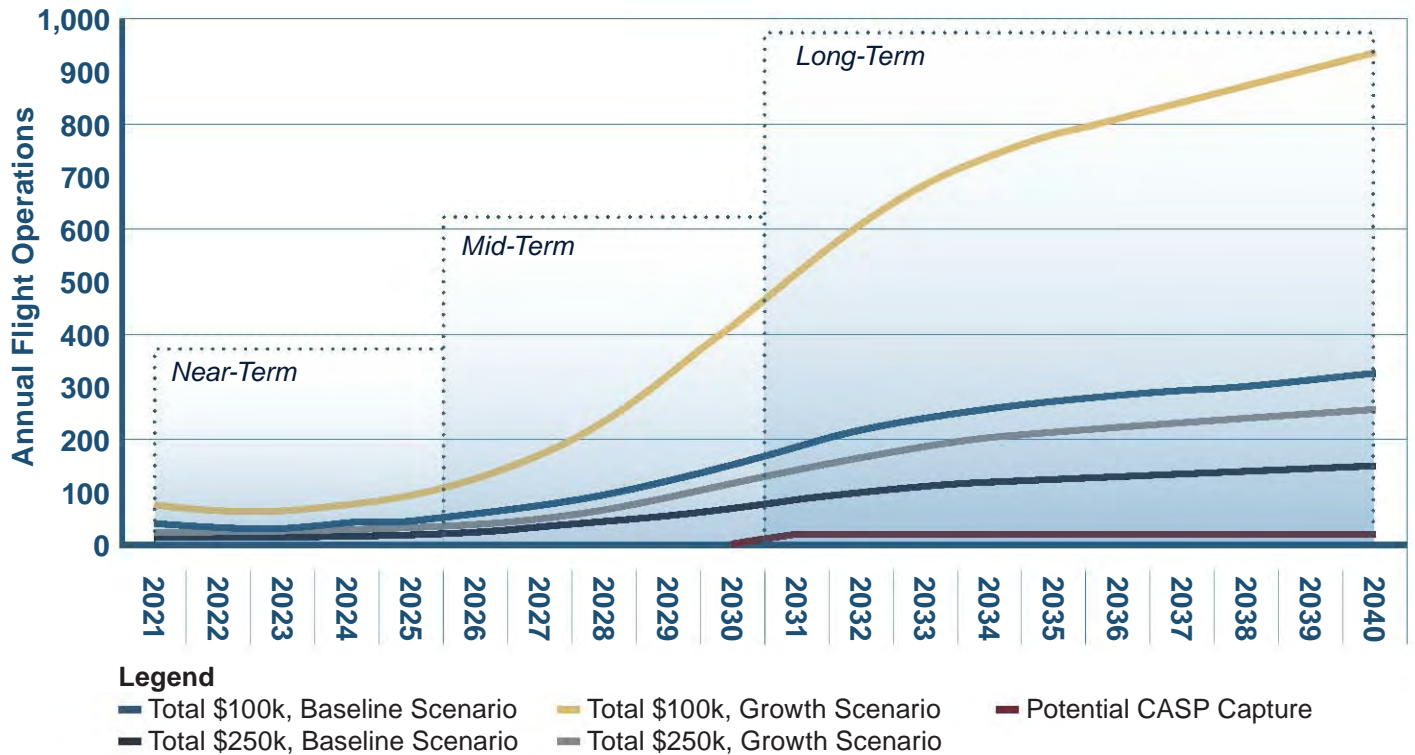
Scenario and Price Point	Near-term (2021-2025)	Mid-term (2026-2030)	Long-term (2031-2040)	Total (2020-2040)
Baseline scenario, \$250K	427	1,329	7,411	9,167
Baseline scenario, \$100K	995	2,934	15,975	19,904
Growth scenario, \$250K	639	2,169	12,652	15,460
Growth scenario, \$100K	1,996	7,594	46,021	55,611

Source: Bryce Space and Technology

The forecast market for suborbital tourism is significantly larger than the market for suborbital research and technology demonstration, though the split between the two markets differs in each scenario and price combination.

Bryce also converted the demand for seats and seat equivalents to a number of flight operations. Virgin Galactic’s SpaceShipTwo and Blue Origin’s New Shepard both support up to six passengers per flight, and these are the only suborbital launch systems nearing commercial operation. However, Bryce assumes that in the early years of operation neither provider will operate at full capacity. This assumption is based on information from the companies and an understanding of the market. The resulting forecasts of total flight operations per year are shown in **Figure 3-4**.

**Figure 3-4. Total Forecast Annual Flight Operations by Scenario and Price Point**



Source: Bryce Space and Technology

Bryce’s forecast model, and therefore the numbers above, do not consider the launch system (horizontal or vertical) or the vehicle type (Concept X, Y or Z). It is difficult to estimate the split between these launch systems and vehicle types as there are many influencing factors. Bryce explains that the “division of demand will largely be driven by the differentiation of offerings between providers and the cost and availability of flight opportunities”. Virgin Galactic is planning a horizontal launch and landing system using a Concept Z vehicle, while Blue Origin is planning a vertical launch and landing system.

The inaccuracy of previous development timelines makes it difficult to predict when service will begin for each company, but publicly available information suggests Virgin Galactic is more likely to begin commercial service first. Still, data suggests the two companies will have close to the same number of launches in the first year of commercial operations. Factors including each company’s target market, the overall experience, and differences in the flight profiles of the two vehicles will affect the proportion of the suborbital tourism market captured by each company. Bryce suggests that initially the market is likely to be about evenly split in the first ten years (2021-2030), but then various factors may lead to a less even distribution between the two companies. At the same time, Blue Origin probably has an advantage in the research and technology demonstration market because it offers a longer period of microgravity per flight at a lower cost, and the company has a greater focus on this market.

Other competing systems could be developed and enter the market, but this is considered unlikely to occur before 2040.

### Orbital Air-Launch Market

The orbital air-launch market, for vehicles such as Virgin Orbit's Launcher One or Northrop Grumman's Pegasus, was not assessed as part of this market forecast due to the inland location of CASP. The nearest range capable of supporting orbital air-launch for missions originating at CASP is the "Western Range" located in the Pacific Ocean off the coast of California and is approximately 1,000 miles from CASP. It's likely that operators would choose a spaceport closer to the Western Range, such as Mojave Air and Space Port, for orbital air-launch from the Pacific Ocean.

### Orbital Reentry Forecast Results

Another market that CASP could potentially serve is for reentry events by orbital winged spacecraft. These are vertically launched, so only the landing is relevant for CASP, and this is a separate market from the suborbital RLV markets discussed above. There are three sources of demand in this market:

- Air Force's classified X-37B Orbital Test Vehicle (OTV) is operational and assumed to remain operational during the forecast period.
- Sierra Space's Dream Chaser vehicle is expected to become operational in 2022 and will deliver cargo to the ISS at least once per year.
- UK-based Reaction Engines' Synthetic Air Breathing Rocket Engine (SABRE) Development Vehicle is a sub-scale version of the Skylon orbital launch vehicle that Bryce assumes will be developed during the forecast period to test the company's SABRE in a real-world operational environment.

Bryce's forecast demand for this market is shown in **Table 3-4** and **Figure 3-5**. Although CASP could serve these reentry events, it is unlikely that CASP would be a primary reentry site. Bryce says that it is more likely that CASP could serve as an alternate (backup) landing site for the X-37B and Dream Chaser, and as a US landing site for the SABRE Development Vehicle if testing requires point-to-point scenarios. Additional information on anticipated flights and reentry sites are provided in Bryce's report.

**Table 3-4. Total Forecast Reentry Events**

Spacecraft	Near-term (2020-2025)	Mid-term (2026-2030)	Long-term (2031-2040)	Total (2020-2040)
Dream Chaser (Cargo)	5	5	10	20
X-37B	3	2	5	10
SABRE Development Vehicle	0	1	10	11
<b>Total</b>	<b>8</b>	<b>8</b>	<b>25</b>	<b>41</b>

Source: Bryce Space and Technology



**CASP Addressable Market**

The numbers above are for the overall suborbital RLV market, but CASP is only a portion of this market. CASP is not suitable for suborbital vertical launch systems which Bryce estimates to be about half of the market in the near- to mid-term. CASP is also not currently licensed for Concept Z-type horizontal suborbital systems, but CASP could get the appropriate FAA license modifications. These Concept Z-type flights are expected to be approximately half of the market through 2030. Their long-term share of the market will depend on factors discussed above and the potential, though unlikely, entrance of other vehicles into the market (potentially including Concept X-type horizontal launch vehicles that could operate at CASP).

Although Virgin Galactic could operate out of CASP with the appropriate license modifications, it is still unlikely that the company would operate a significant number of launches out of CASP. Under its current lease terms at Spaceport America, Virgin Galactic must operate a minimum number of flights there and at least 75% of total flights. Based on the company's own estimates, Bryce states Virgin Galactic will not operate enough flights to exceed the lease minimum during the term of the lease through 2028. In addition, Bryce points out that memoranda of understanding to operate in Italy and the United Arab Emirates indicates that expansion outside of Spaceport America will likely be focused internationally rather than on other US spaceports.

A summary of the forecast for the total number of licensed, permitted, and testing operations, spaceflight participants, and vehicles based at CASP are shown in **Table 3-5**.

**Table 3-5. Summary of CASP Licensed, Permitted, and Testing Operation**

Operations	Prior to 2021	2021-2025	2026-2030	2031-2040	Remarks
Licensed Launches and Reentry of HTHL Suborbital RLVs	0	0	0	15-50	Operations of Licensed Launch Systems at CASP is unlikely within the next 10 years. Developmental operations could include taxiway/runway maneuvers, test flights of aviation systems, or drop/glide tests. Reentry vehicle operations, such as for a future Saber Development Vehicle, could potentially occur at CASP.
Licensed Reentry of Reentry Vehicles	0	0	0	0-5	
Licensed Orbital Air-Launch	0	0	0	0	
Development Operations of HTHL RLVs	0	0-10	0-10	0-20	Partnership with PD Aerospace could result in initial development operations in the near-term and mid-term. Partnership with NFA could result in up to 300 low thrust engine tests and low-altitude hover tests in the near-term . Reaction Engines has recently completed aerospace testing at its test facility at CASP.
Engine Tests / Low Altitude VTVL	2	50-300	50-200	100-400	
Space Support Vehicles or Supersonic Aircraft Operations	0	0-10	0-60	20-120	Missions conducted by supersonic aircraft or space support vehicles have the potential to operate from CASP.
Summary	Prior to 2021	2021-2025	2026-2030	2031-2040	Remarks
Total Operations	0	50-320	50-230	135-595	Mix of licensed, permitted, and test activities
Total Spaceflight Participants	0	0-60	0-60	0-300	Assume up to 6 spaceflight participants per vehicle. An FAA AST license is required for commercial operations to carry spaceflight participants. An Experimental Permit enables testing of vehicles, but commercial operations are not authorized. Space Support Vehicles, such as Zero-G can support training programs for spaceflight participants.
Total Based Aerospace Vehicles	0	1-2	2-3	3+	PD Aerospace and NFA are likely operators at CASP.

Source: Bryce Space and Technology, Kimley-Horn

In addition to licensed launches, it is likely that ground-based testing, lower altitude tethered VTVL test flights, and altitude restricted VTVL test flights could occur at CASP. While these activities are not licensed operations, they do provide economic benefits to CASP and revenue generating opportunities. Since receiving the LSOL in 2018, several commercial aerospace companies have already approached CASP regarding the building of aerospace test facilities at the Air and Space Port.

## Vehicle Compatibility Considerations

Due to the nascent nature of the commercial space industry and the variety of launch systems in development, selecting a single “critical aircraft” for evaluating the spaceport infrastructure is insufficient for this Master Plan. It is recommended that the range of vehicles identified earlier be evaluated at a broad level to establish compatibility trends. The vehicles evaluated within this Spaceport Master Plan represent a diverse mix of the overall market (including suborbital and orbital vehicles) but do not include all launch systems in development that could potentially operate from an air and space port. In addition to the three traditional horizontal RLV concept categories (X, Y, and Z), Reentry Vehicle, VTVL, High Altitude-Balloon, and Support Vehicle categories are also evaluated.

### Concept X

Since Concept X launch systems take off and land under jet power similar to traditional aircraft, they represent one of the most compatible launch systems for air and space ports. Currently there are no Concept X vehicles in operation, although several systems are under development, including the PD Aerospace Spaceplane, or have been under development in the past. CASP previously utilized the Rocketplane XP as the representative Concept X vehicle in its LSOL application. While the Rocketplane XP program was cancelled in 2010, the vehicle was under development for quite some time and the system designer provided baseline operation details to CASP. In 2019 CASP signed a letter of intent with PD Aerospace for a Concept X RLV to evaluate partnership opportunities.

### Concept Y

Concept Y launch vehicles take off from a runway under rocket power and rapidly climb in the immediate airspace near the air and space port. A Concept Y launch system (XCOR Lynx Mark II) was one of the systems originally proposed to operate from CASP. Due to concerns expressed by airspace stakeholders near CASP regarding rocket powered flight in close proximity to Denver International Airport (DEN), the licensing proposal was altered to focus on Concept X type vehicles. Development in Concept Y launch systems appeared to have stalled following the bankruptcy of XCOR in 2017, however current progress by Dawn Aerospace is encouraging. Dawn Aerospace is currently developing the Mark II Aurora spaceplane. Once the program achieves operational status it may be worth revisiting potential Concept Y operations at CASP.

### Concept Z

Concept Z launch systems represent the most active category of launch vehicles at air and space ports. Both orbital and suborbital missions are supported by Concept Z systems. The Pegasus launch system has been in service for several decades and additional providers such as Virgin Galactic and Virgin Orbit are operational. By utilizing both traditional and nontraditional jet aircraft as the carrier aircraft for various launch vehicles, the Concept Z launch system has high compatibility with traditional aviation operations at air and space ports. Virgin Galactic’s WhiteKnightTwo carrier aircraft and suborbital SpaceShipTwo launch vehicle is an active Concept Z vehicle that Bryce recommended for consideration and evaluation by CASP.

### Reentry Vehicle

Reentry vehicles compatible with air and space ports can be launched to space by a variety of methods. For example, a reentry vehicle could be launched as a payload on a vertical launch system at one spaceport and perform the reentry and horizontal landing at another spaceport. Both the Boeing X-37B and Sierra Space’s Dream Chaser Cargo System are examples of reentry vehicles that are in active development. It is recommended that orbital reentry vehicles be evaluated for compatibility at CASP.

### VTVL

VTVL launch systems require compatible airspace for their operations. While some air and space ports may not be able to accommodate high altitude VTVL flights, low altitude and tethered flights may be compatible. Medium and Large VTVL vehicles such as the Blue Origin New Shepard, SpaceX Grasshopper, and the SpaceX Starship are not anticipated to be compatible with air and space ports. A variety of small VTVL systems have been in development over the years with the Masten Space Systems’ Xodiac being the most active to date. It is recommended that low altitude and tethered VTVL launch system operations be evaluated for compatibility at CASP.

## High-Altitude Balloon

High-altitude balloons can provide a near-space environment that is useful for experimentation, tourism, and orbital launch. Two development programs evaluated in this Spaceport Master Plan include the World View's Stratollite and the Space Perspectives Spaceship Neptune. The Stratollite is an active uncrewed high-altitude balloon launch vehicle with headquarters located in Tucson, Arizona. World View currently launches the Stratollite from locations across the globe. Space Perspectives is developing a tourism-focused near-space flight experience that allows spaceflight participants to hover in a near-space environment for several hours. Several companies are developing balloons with orbital launch capabilities, such as the Leo Aerospace Rockoon and the Zero2Infinity Bloostar. For CASP it is recommended that non-orbital launch high-altitude balloons be evaluated for operational compatibility at CASP.

## Support Vehicles

While space support vehicles do not necessarily go to space, they can fly a variety of missions in support of commercial space operations. One example of a space support vehicle is the ZeroG G-FORCE ONE, which is a modified 727-200 that conducts parabolic flights to simulate a microgravity environment that is useful for training and experimentation. The Startfighters F-104's represents another type of space support vehicle that can mimic the high-g loading during launch and achieve near-space altitudes. It is recommended that a range of space support vehicles be evaluated for operational capability at CASP.

## Forecast Summary

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As further detailed in the report "Forecast and Market Analysis of Horizontal Space Launch and Reentry at Colorado Air and Space Port (CASP)", included in **Appendix C**, Bryce reviewed previous forecasts and analyzed the suborbital RLV markets to develop a forecast of the operations that could occur at CASP in the future. Near-term forecasted demand for licensed suborbital RLV flight operations at CASP is low, but there are opportunities for CASP to serve other supporting and related markets within the space industry.

Given the current state of suborbital RLV development, CASP is unlikely to capture a significant portion of the near-term licensed tourism or research and technology demonstration markets. Bryce identified two suborbital RLV operators anticipated to be operational during the forecast period. The first operator is Blue Origin, but CASP is not suitable for high-altitude suborbital vertical launch systems such as this. The second operator is Virgin Galactic who operates a Concept Z-type vehicle, and while CASP could obtain the proper license to operate Concept Z-type vehicle. While Virgin Galactic is unlikely to operate additional US launch sites outside of Spaceport America and Mojave Air and Space Port during this time period. While other commercial suborbital RLVs capable of supporting licensed operations from CASP are in development, it is unlikely that they will enter commercial service during the near-term and mid-term forecast periods.

One area of opportunity for CASP is that vehicles in development during the forecast period will require facilities for development, testing, and demonstration flights, which CASP could support with the appropriate planning. Bryce estimated that an average of less than ten test flight operations per year could be expected, based on the historical testing conducted by Virgin Galactic. In addition, other tests, such as propulsion ground tests, taxi, and captive carry tests, may be required.

Bryce also addressed the potential for CASP to serve as a backup site for reentry operations for vertically launched orbital winged spacecraft. There are three vehicles anticipated to operate during the forecast period, including one already in operation. Landing sites have already been identified for the two US based systems, but CASP could be evaluated as a backup. With its existing partnership with Reaction Engines, CASP could potentially serve as a US based landing site for the Reaction Engines' notional SABRE-based test article. It is unclear, though, if this vehicle will require a runway longer than 8,000 feet.

CASP could also serve other non-launch markets such as education and training for the space industry. The Boulder-Denver-Colorado Springs area already has a high concentration of industry and aerospace education activity. Companies that provide training for spaceflight participants could establish a presence at CASP, and complementary companies could use CASP as a flight location. Bryce suggests that CASP could "serve as a soup-to-nuts spaceflight experience that combines classroom instruction with real-world training and actual flights into space".

*Over the next 10 years, the primary markets available to CASP include research, development, testing, and manufacturing. CASP can leverage the market delay to develop facilities necessary to support suborbital launch systems when demand increases in 2030+ timeframe.*

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Chapter 4

# Facility Requirements



# FACILITY REQUIREMENTS

A gap analysis was performed that evaluated the existing conditions (**Chapter 2**) with the market forecast and demand assessment (**Chapter 3**) to assess the ability of the existing infrastructure at CASP to support aerospace and spaceport activities. This chapter presents the results of the gap analysis as it relates to future facility requirements. The facility requirements provided in this chapter are structured to provide scalable options depending on how the aerospace and launch market matures.

## Launch Systems Characteristics

A range of potential launch, reentry and support vehicles were evaluated to determine their compatibility with CASP's existing, near-term, and long-term infrastructure plans. Publicly available information was utilized to approximate traditional aircraft characteristics utilized for aviation planning, such as the Aircraft Approach Category (AAC), Airplane Design Group (ADG) and Taxiway Design Group (TDG) (see **Table 4-3**). Representative tables from FAA Advisory Circular (AC) 150/5300-13A Change 1 are referenced here for guidance (see **Table 4-1** and **Table 4-2**). The ADG and TDG are utilized to evaluate runway/taxiway compatibility. The ADG is a classification method that groups aircraft by wingspan and tail height and is typically used in the design of airfield geometry to provide separation between runways and taxiways to ensure adequate wingtip clearance by passing aircraft. The TDG evaluates the distance from the cockpit to main gear and the main gear width to establish taxiway geometry for turning and maneuvering around the airfield. It should be noted that the High-Altitude Balloons and VTVL vehicles were not assigned traditional aircraft characteristics as they are not applicable to the vehicle types.

**Table 4-1. Aircraft Approach Category**  
 (Table 1-1 from AC 150/5300-13A)

AAC	Approach Speed
A	Approach speed less than 91 knots
B	Approach speed 91 knots or more but less than 121 knots
C	Approach speed 121 knots or more but less than 141 knots
D	Approach speed 141 knots or more but less than 166 knots
E	Approach speed 166 knots or more

**Table 4-2. Airplane Design Group**  
 (Table 1-2 from AC 150/5300-13A)

Group #	Tail Height (ft)	Wingspan (ft)
I	< 20'	< 49'
II	20' - < 30'	49' - < 79'
III	30' - < 45'	79' - < 118'
IV	45' - < 60'	118' - < 171'
V	60' - < 66'	171' - < 214')
VI	66' - < 80'	214' - < 262')

**Figure 4-1. Taxiway Design Groups (Figure 1-1 from AC 150/5300-13A)**



Source: FAA

Table 4-3. Launch System Airport Characteristics

Vehicle Description		AAC	ADG	TDG
<b>X</b>	RocketPlane XP	*	I	1A
	Airbus Defence and Space Spaceplane	*	II	1B
	Bristol Ascender	*	I	1B
	PD Aerospace X06	*	I	1A
	PD Aerospace X07	*	I	1A
	PD Aerospace X08	*	II	3
	SABRE Development Vehicle	*	II	2
	Reaction Engines Skylon	*	III	6
<b>Y</b>	XCOR Lynx	*	II	2
	Dawn Aerospace Mk-II Aurora	*	III	6
	Dawn Aerospace Mk-III	*	I	1A
<b>Z</b>	Northrop Grumman Stargazer (L-1011)	C	IV	5
	Coleman Aerospace (C-17)	*	IV	5
	Coleman Aerospace (C-130)	*	IV	1B
	Virgin Orbit Cosmic Girl (747-400)	D	V	5
	Virgin Galactic WhiteKnightTwo	*	IV	OTC
	Stratolaunch	*	OTC	OTC
	Generation Orbit Gulfstream (C-20A)	C	II	2
	Aevum RavnX	*	II	1B
	Bristol Spacecab	*	III	7
	Bristol Spacebus	*	IV	OTC
	Orbital Access (MD-11)	D	IV	6
	Swiss Space Systems (A300)	C	IV	5
<b>Reentry Vehicle</b>	Boeing X-37B	*	I	1A
	Sierra Space Dream Chaser	*	I	1A
<b>Support Vehicle</b>	Zero-G (727-200)	C	III	4
	Super Guppy	*	IV	OTC
	Starfighter (F-104)	*	I	1B
<b>Super Sonic</b>	Boom XB-1	E	I	1B
	Boom Overture	*	II	6
	Aerion AS2	*	III	4
	Spike S-512	*	II	2
<b>Balloon</b>	World View Stratollite	Not Applicable		
	Space Perspectives Spaceship Neptune			
<b>VTVL</b>	Masten Xodiac			
	New Frontier Aerospace Test Article			
	Blue Origin New Shepard			
	SpaceX Starship			

\* Information unavailable

OTC = Off the Chart

Source: Kimley-Horn

## Airfield Pavements

CASP’s existing, future and ultimate runway and taxiway pavement capabilities are summarized in **Table 4-4**.

The “ultimate” classifications are recommended for long-term considerations. These are not endorsed by the FAA, which cannot issue approvals beyond the “future” planning range.

**Table 4-4. Runway and Taxiway Pavement Capabilities**

	Existing	Future	Ultimate
AAC	C	C	C
ADG	II	II	IV
TDG	2	2	3
Runway 8/26 (Length x Width)	8,000 ft x 100 ft	8,000 ft x 100 ft	10,000 ft x 150 ft
Runway 17/35 (Length x Width)	8,000 ft x 100 ft	8,000 ft x 100 ft	12,000 ft x 150 ft
Taxiway Widths (Required / Actual)	35 ft / 50 ft	35 ft	50 ft

Source: [1]

**Figure 4-2. Runway 26 Looking West at Dawn**



Source: Kimley-Horn



Figure 4-3. Runway 8 and Air Traffic Control Tower



Source: Kimley-Horn

## Runways

CASP's current ALP indicates that both runways have an AAC of C and an ADG of II. This design category accommodates business jets up to models that include the Gulfstream G-280, G-350, G-450; Falcon 2000 and 900; Bombardier Challenger 300/604/600; Cessna Citation X; and the Embraer Legacy 500/600, among others. An ACC and ADG of C-II also allows operations by smaller aircraft such as the Cessna Citation 1, 2, and CJ-series; Learjet 31, 35, 36, 45; Beech King Air 90, 200, and 350; Pilatus PC-12; TBM- 850; as well as almost all piston engine aircraft. The ARC is used for planning and design only and does not limit the aircraft that may be able to operate safely at an airport.

While CASP will occasionally accommodate operations by larger corporate jets such as the Gulfstream G-550 and Bombardier 700/Global 6000/Global Express with ACC and ADG of C-III, these have not been categorized as the critical aircraft for CASP as they have not historically approached the FAA's 500 annual operation threshold for critical design aircraft status. This is an important distinction that could allow limited operations of launch systems that exceed the ARC of CASP as long as the vehicles can safely operate within the geometry and strength of CASP's pavements.

### Runway Length

There are several variables that govern how much takeoff distance, or runway length, a launch, reentry or support vehicle requires including, but not limited to, vehicle wingspan, length, takeoff or landing weight, runway altitude, and other atmospheric/climactic conditions. Amongst the various launch, reentry, and support vehicles examined as part of this spaceport master plan, many of the vehicles recommend a runway with at least 10,000 to 12,000 ft to perform takeoff and/or landing operations. CASP's elevation of approximately 5,500 feet above mean sea level provides vehicle operators the advantage of propellant and energy savings but simultaneously requires increased minimum takeoff distances due to the lower air density.

### Runway Width

A vast majority of the vehicles analyzed require runway widths between 100 and 150 ft with a few exceptions that require a runway width of 200 ft. The existing runway width of 100 ft at CASP is capable of supporting about 50% of the vehicles analyzed in this master plan. An ultimate runway width of 150 ft would increase compatibility to about 90%.

### Runway Pavement Strength

The existing pavement strength at CASP is based on a General Aviation (GA) fleet mix and is rated for a maximum of 34,000 lbs Single Wheel Gear or 75,000 lbs Dual Wheel Gear on Runway 17/35. About 50% of the vehicles evaluated in this master plan fall within these ranges. The remaining vehicles have maximum takeoff weights that range from approximately 100,000 lbs to over 1,000,000 lbs.

There are multiple factors that dictate an aircraft's compatibility with runway pavements. These include the vehicle's gross weight, landing gear configuration, tire contact area, tire pressure, and frequency of operations. Heavier aircraft, exceeding the listed ratings, may still be able to operate from CASP in a limited capacity but may impact the expected life of the pavement. For this reason, a custom pavement analysis should be performed if any of the larger / heavier launch, reentry or support vehicles are proposed to operate at CASP. This analysis would evaluate the runway pavement capacity and estimate impacts to the operational life of the pavement.

### ***Runway Assessment***

A high-level assessment of the compatibility of CASP's runways with various vehicles in development was conducted using a "stoplight evaluation." A stoplight evaluation has three rating levels: green, amber, and red. A rating of "green" indicates that the vehicle is compatible with the element being evaluated, a rating of "amber" indicates that the vehicle may be compatible but further evaluation is required, and a rating of "red" indicates that it is highly unlikely that the vehicle is compatible with the element being evaluated. The results of the stoplight evaluation for the runway compatibility is provided in **Table 4-5** for both the existing/future and ultimate runway configurations. It should be noted that High-Altitude Balloons and VTVL vehicles were not included in the evaluation, as their operations are not dependent on runway characteristics.

At its existing runway length and width of 8,000 ft x 100 ft, approximately 50% of the vehicles analyzed in this master plan could potentially operate from CASP's runway infrastructure. If the runway length, width and strength were increased to 12,000 ft x 150 ft, approximately 95% of the vehicles analyzed in this master plan could operate from the runway infrastructure.

**Figure 4-4. End of Runway 26 Looking East at Dawn**



Source: Kimley-Horn



Table 4-5. Runway Compatibility Assessment

Vehicle Description		Existing / Future	Ultimate	
		8/26 and 17/35 (8,000 ft x 100 ft) L / W	8 / 26 (10,000 ft x 150 ft) L / W	17 / 35 (12,000 ft x 150 ft) L / W
X	RocketPlane XP			
	Airbus Defence and Space Spaceplane			
	Bristol Ascender			
	PD Aerospace X06			
	PD Aerospace X07			
	PD Aerospace X08			
	SABRE Development Vehicle			
	Reaction Engines Skylon			
Y	XCOR Lynx			
	Dawn Aerospace Mk-II Aurora			
	Dawn Aerospace Mk-III			
Z	Northrop Grumman Stargazer (L-1011)			
	Coleman Aerospace (C-17)			
	Coleman Aerospace (C-130)			
	Virgin Orbit Cosmic Girl (747-400)			
	Virgin Galactic WhiteKnightTwo			
	Stratolaunch			
	Generation Orbit Gulfstream (C-20A)			
	Aevum RavnX			
	Bristol Spacecab			
	Bristol Spacebus			
	Orbital Access (MD-11)			
	Swiss Space Systems (A300)			
Reentry Vehicle	Boeing X-37B			
	Sierra Space Dream Chaser			
Support Vehicle	Zero-G (727-200)			
	Super Guppy			
	Starfighter (F-104)			
Super Sonic	Boom XB-1			
	Aerion AS2			
	Spike S-512			
	Boom Overture			

OTC = Off the Chart

Compatible

Potentially Compatible

Not Compatible

Source: Kimley-Horn

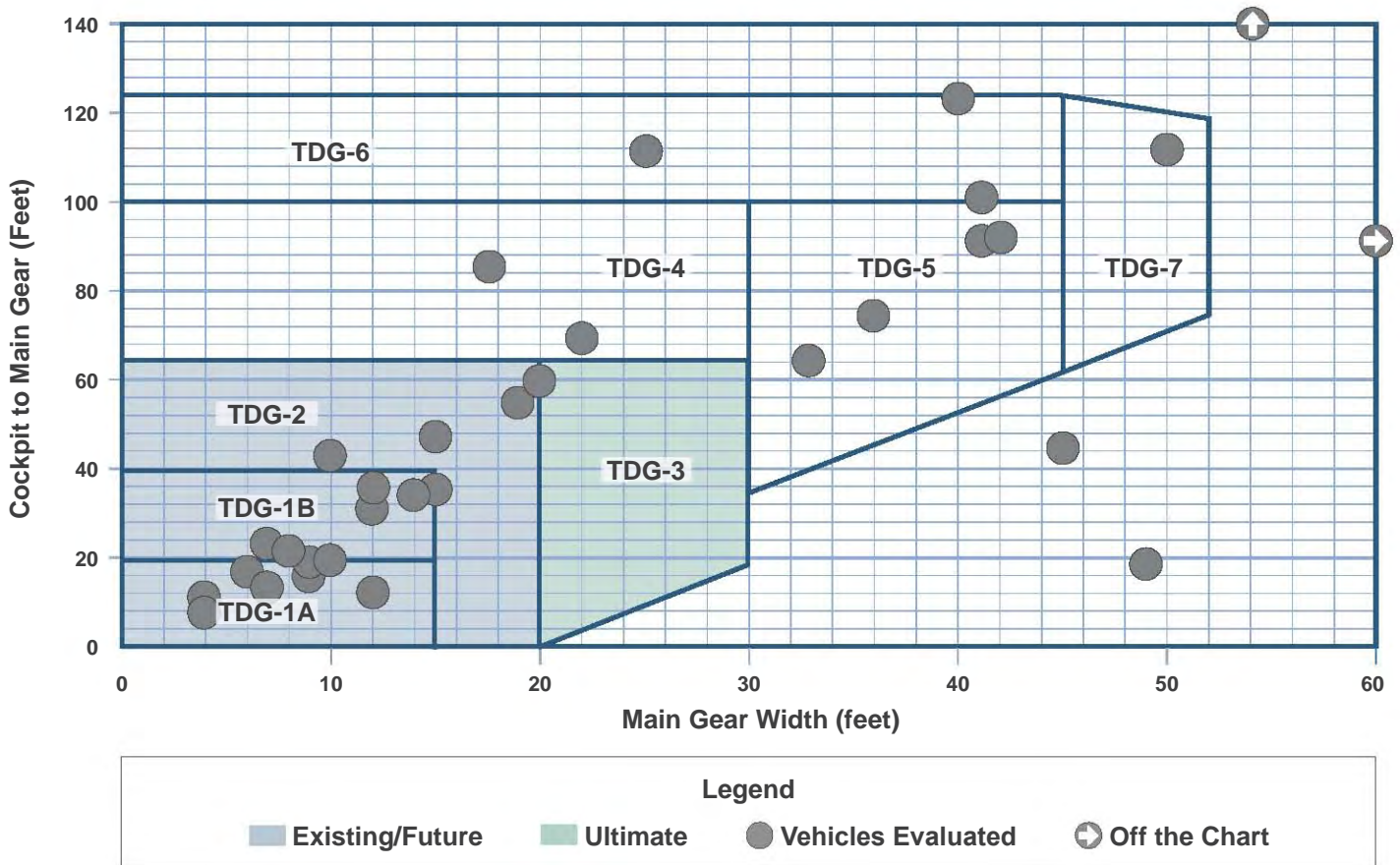


**Taxiways**

While the existing taxiways at CASP are 50 ft wide, they are operationally rated to the TDG-2 standard, which only require 35 ft of width. The existing taxiways can support TDG-1A/B and TDG-2 aircraft. These aircraft have a maximum Main Gear Width (MGW), which is distance from the outer edge to outer edge of the widest set of main gear tires, of 20 ft and make up between 50%-60% of the vehicles evaluated as part of this spaceport master plan.

At the current ADG of II and the ultimate ADG of IV, CASP meets the ADG criteria of approximately 55% and 95%, respectively, of the vehicles evaluated in this master plan. It may be possible to support larger vehicles on the existing taxiways, but it is recommended that the systems be evaluated on a case-by-case basis as unique considerations may be required for wingtip clearance, turning, and pavement strength.

**Figure 4-5. Compatible Vehicle TDG Chart**



Source: Kimley-Horn

**Taxiway Assessment**

A stoplight evaluation was conducted for the taxiway assessment. It should be noted that High-Altitude Balloons and VTLV vehicles were not included in the evaluation, as their operations are not dependent on taxiway characteristics.

The results of the evaluation are presented in **Table 4-6**. While increasing CASP’s ADG from II to IV provides an increase in ADG compatibility from 55% to 95%, the modest increase in TDG from 2 to 3 only increases the TDG compatibility from 50% to 55%. To achieve a 90% TDG compatibility, a TDG of 7 would be required. Taxiway improvements would not be necessary for the entire airfield and may be strategically located to support spaceport infrastructure needs.

Table 4-6. Taxiway Compatibility Assessment

Vehicle Description		Estimated ADG / TDG	Existing / Future ADG II / TDG 2	Ultimate ADG IV / TDG 3	Ultimate + TDG 7 ADG IV / TDG 7
<b>X</b>	RocketPlane XP	I / 1A			
	Airbus Defence and Space Spaceplane	II / 1B			
	Bristol Ascender	I / 1B			
	PD Aerospace X06	I / 1A			
	PD Aerospace X07	I / 1A			
	PD Aerospace X08	II / 3			
	SABRE Development Vehicle	II / 2			
	Reaction Engines Skylon	III / 6			
<b>Y</b>	XCOR Lynx	I / 1A			
	Dawn Aerospace Mk-II Aurora	I / 1A			
	Dawn Aerospace Mk-III	I / 2			
<b>Z</b>	Northrop Grumman Stargazer (L-1011)	IV / 5			
	Coleman Aerospace (C-17)	IV / 5			
	Coleman Aerospace (C-130)	IV / 1B			
	Virgin Orbit Cosmic Girl (747-400)	V / 5			
	Virgin Galactic WhiteKnightTwo	IV / OTC			
	Stratolaunch	OTC			
	Generation Orbit Gulfstream (C-20A)	II / 2			
	Aevum RavnX	II / 1B			
	Bristol Spacecab	III / 7			
	Bristol Spacebus	IV / OTC			
	Orbital Access (MD-11)	IV / 6			
	Swiss Space Systems (A300)	IV / 5			
<b>Reentry Vehicle</b>	Boeing X-37B	I / 1A			
	Sierra Space Dream Chaser	I / 1A			
<b>Support Vehicle</b>	Zero-G (727-200)	III / 4			
	Super Guppy	IV / OTC			
	Starfighter (F-104)	I / 1B			
<b>Super Sonic</b>	Boom XB-1	I / 1B			
	Aerion AS2	III / 4			
	Spike S-512	II / 2			
	Boom Overture	II / 6			

OTC = Off the Chart

Source: Kimley-Horn



## Aprons

Aviation aprons provide pavement for aircraft storage and staging, equipment storage and staging, propellant storage and loading, aircraft maintenance, passenger loading, and various other functions. While asphalt pavements are generally sufficient, concrete aprons are recommended for spaceport applications where oxidizer storage or loading occurs because high concentration oxidizers, such as LOX, can have volatile reaction with asphalt. Additionally, aprons can provide either dedicated or multi-user functions. Dedicated aprons are constructed directly adjacent to hangar and processing facilities for use by that facility while multi-user aprons are positioned in commonly accessible areas. Examples of dedicated aprons include those abutting the Virgin Galactic hangar at Spaceport America and the Stratolaunch hangar at Mojave Air and Space Port.

The CASP LSOL proposes the siting of two spaceport-specific aprons labeled as Mission Preparation Area #1 and Mission Preparation Area #2. Mission Preparation Area #1 is a trapezoidal area on existing Taxiway E7, spanning 100 ft by 78.3 ft to 91.2 ft. Mission Preparation Area #1 is cited to accommodate jet fuel loading operations. Mission Preparation Area #2 is a proposed concrete apron, with connecting taxiway that is intended to serve as a location for jet fuel loading, liquid oxidizer loading, passenger loading, and hold for clearance to depart. Currently, Mission Preparation Area #2 can support all required propellant loading operations, and therefore it is anticipated that Mission Preparation Area #1 will not be utilized. In the near-term propellant loading for test operations may be feasible on a temporary basis using existing pavements. In the mid- to long-term a dedicated Mission Preparation Area and connecting taxiway should be constructed. For smaller launch systems a 100 ft x 100 ft concrete pad should be sufficient, while larger vehicles may require a pad up to 300 ft x 300 ft.

Aviation aprons can also support both low altitude VTVL vehicle testing and high-altitude balloon launch. For low altitude VTVL vehicle testing, apron pavements in the 20 ft x 20 ft to 40 ft x 40 ft range provide basic support for ground-based testing, tethered testing and low-altitude hover testing. For high-altitude balloon missions, pavement is required for the roll-out and inflation of the large balloon. For example, the World View facility in Tucson, AZ currently has a 700 ft diameter circular concrete pad to support the Stratollite program. In general, a 700 ft long x 50 ft wide prepared surface (concrete or asphalt) that is in-line with prevailing winds would be sufficient to support a broad range of high-altitude balloon missions. Potential spaceport support apron locations are evaluated in **Chapter 5**.

**Figure 4-6. General Aviation Apron**



Source: Kimley-Horn

## Processing and Operations Facilities

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Facilities that provide capacity for vehicle processing, payload processing, mission control operations, and propellant storage may be required by launch, reentry and support vehicle operators. The following subsections provide an overview of facility requirements for such operations.

In addition to standard requirements for operations facilities at CASP, facilities that support aerospace related operations should include appropriate security fencing and access control measures.

### Vehicle Processing and Integration Facilities

Vehicle processing and integration facilities provide a diverse set of functions for spaceport users including vehicle storage and maintenance, vehicle assembly and integration, vehicle testing and checkout, and pre-flight and post-flight processing. For air and space ports, the processing and integration facilities are generally comprised of aircraft hangars with ancillary support facilities in the form of offices, restrooms, shops, high bays, and equipment rooms. Modular clean rooms may also be added to the hangars to enable the processing of small spacecraft, payloads or sensitive spaceflight hardware. The actual design and layout of each hangar varies from user to user and is often based on vehicle size and concept of operations.

As with typical aircraft, the size of these facilities is dependent on the type of aircraft anticipated to be processed within the hangar. The launch, reentry, and support vehicles analyzed in this spaceport master plan have a broad range of sizes and spatial requirements. **Table 4-7** provides an overview of the approximate hangar sizes for a range of different vehicles. It should be noted that ranges depicted in **Table 4-7** accommodate a single vehicle (or carrier and launch vehicle combination) as well as minimal office space. Due to some extreme variations in the wingspan to length ratio of some of the vehicles listed, the length and width of a required hangar may have unique proportions in some instances. In addition to winged vehicles, high altitude balloon and low-altitude VTVL vehicles were also evaluated for processing and integration needs. For supporting both low-altitude VTVL and high-altitude balloon missions, a facility or hangar that is 10,000 sqft or less is recommended for vehicle/payload processing and integration. In addition, a covered staging area approximately 100 ft x 100 ft would be recommended to support heavy equipment and other support hardware.

While the largest existing hangar facility at CASP is 38,600 sqft, roughly 42% of existing hangars at CASP envelope less than 10,000 sqft. Only approximately 16% of existing hangars have an envelope greater than 30,000 sqft. Currently, there is a wait list for hangars at CASP and the 2019 Airport Master Plan projected that there will be a hangar deficit into 2037. While some existing hangar facilities at CASP may be adequately sized to accommodate some of the launch, reentry and support vehicles evaluated in this master plan, the current lack of availability of these existing mid-sized hangars makes utilizing them unlikely for vehicle processing and integration operations.

To accommodate future launch, reentry or support vehicle processing, it is recommended that several dedicated hangars be developed. With the existing airfield configuration at CASP, a new 10,000 sqft hangar would be sufficient to accommodate approximately 40% of the potentially compatible vehicles, while a new 20,000 sqft hangar increases that compatibility to 60%. In the ultimate configuration, several hangars of various sizes, up to about 60,000 sqft should be considered to provide greater than 90% compatibility. Potential locations for hangar sites are evaluated in **Chapter 5**.

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**Table 4-7. Approximate Hangar / Processing Requirements**

< 10,000 sqft	20,000 sqft - 40,000 sqft
RocketPlane XP	Aerojet Rocketdyne (C-130)
Bristol Ascender	Virgin Galactic WhiteKnightTwo
PD Aerospace X06	Bristol Spacecab
PD Aerospace X07	Zero-G (727-200)
XCOR Lynx	Super Guppy
Dawn Aerospace Mk-II	Boom Overture
Dawn Aerospace Mk-III	Aerion AS2
Boeing X-37B	40,000 sqft - 60,000 sqft
Sierra Space Dream Chaser	Reaction Engines Skylon
F-104 Starfighter	Northrop Grumman Stargazer (L-1011)
Boom XB-1	Aerojet Rocketdyne (C-17)
World View Stratollite	Orbital Access MD-11
Space Perspectives Starship Neptune	Bristol Spacebus
Masten Xodiac	Swiss Space Systems (A300)
New Frontier Aerospace	
10,000 sqft - 20,000 sqft	60,000 sqft - 80,000 sqft
Airbus Defence and Space Spaceplane	Virgin Orbit Cosmic Girl (747-400)
PD Aerospace X08	> 80,000 sqft
SABRE Development Vehicle	Stratolaunch
Generation Orbit Gulfstream (C-20A)	
Aevum RavnX	
Spike S-512	

Source: Kimley-Horn

Note: Footprints estimated by calculating minimum required hangar space plus 10% for support/office spaces. Due to the significant incompatibility with CASP, New Shepard and Starship are not included.

**Figure 4-7. Private Hangar at Colorado Air and Space Port**



Source: Colorado Air and Space Port

## Payload Processing Facilities

Launch, reentry, and support vehicles may each require access to payload processing facilities (PPFs) to conduct integration and processing of payloads, spacecraft, and spaceflight hardware in a cleanroom environment. Operations typical within these facilities include delivery and receipt of the payloads, assembly and testing of the payloads, propellant loading, pre-flight packaging or encapsulation, and checkout. PPFs can either be purpose-built facilities, such as the Multi-Payload Processing Facility (MPPF) at Kennedy Space Center, or an integrated modular cleanroom facility co-located with a vehicle processing facility.

Purpose-built PPFs are often sited with adequate separation from other facilities given the possible presence of explosive hazards including propellants and ordinances. However, it is anticipated that payloads that are processed at CASP will generally be categorized as experimental and non-hazardous payloads for use in suborbital launches. If CASP eventually supports orbital missions, payloads with propulsion systems would require dedicated payload processing facilities capable of supporting hazardous operations.

Purpose-built PPFs typically contain the following capabilities:

- Payload processing bays/clean rooms
- Cranes or hoists
- Work benches
- Offices and workrooms for payload users
- Offices and workrooms for technical staff
- Storage rooms
- Restrooms
- Breakrooms
- Ground support equipment areas
- Hazardous propellant loading areas
- High pressure gas system control areas
- Laboratory spaces

The launch, reentry and support vehicles evaluated in this spaceport master plan typically support payloads that fall within the mass range of nano-satellite (2-20 lbs) to mini-satellite (< 1,100 lbs). It is anticipated that for microgravity experiments, that the typical payload mass would fall on the lower end of that range. Due to the smaller scale of these payloads from both a mass and size standpoint, a modular cleanroom may provide initial payload processing capabilities until a dedicated PPF is required.

A modular cleanroom is not a stand-alone facility, but rather a facility integrated within another facility. Modular cleanrooms offer the opportunity to conduct payload processing within existing hangar facilities, creating lower-cost, flexible spaces. Many of these such facilities provide a variety of enclosure solutions for cleanrooms (capable of offering the full spectrum of ISO classifications), dust control, sound control, safety and other applications. Modular cleanrooms are customizable and can be dismantled, relocated and reassembled in relatively short time frames.

Since no existing PPFs are present at CASP it is recommended that either a standalone or modular PPF be planned for future development when the demand for payload services is needed. In the near- to mid-term, while payload service demand is low, a 1,000 sqft modular clean room is recommended. In the long-term, as demand increases, a 10,000-30,000 sqft stand-alone PPF should be considered at CASP.



## **Mission Control Center**

A common feature among spaceports is a Mission Control Center (MCC). An MCC is where administrative, engineering, and operations support personnel are located during launch, reentry, ground, and testing operations. The MCC often contains spaces for mission monitoring, mission communication, networking equipment, conference rooms, private offices, break rooms, and restrooms.

The primary role of an MCC is to serve as the location where vehicle and payload operators monitor their systems during mission operations. Therefore, the MCC must contain secure rooms with sufficient communications capabilities to support mission operations. During mission operations, coordination is required between mission control and air traffic control to ensure all aviation and aerospace operations are coordinated. CASP has an existing Air Traffic Control Tower (ATCT), so during mission operations communication between air traffic control and the launch or reentry operator will be directed through the CASP ATCT. Some spaceports, such as Cecil Spaceport, co-locate their MCC with their ATCT, however, this is not necessarily required as long as direct communication between the MCC and the ATCT is available. With the presence of CASP's ATCT and automated weather observation system, CASP has an advantage of housing existing infrastructure that would support many of the airspace and meteorological tracking functions an MCC requires.

While some operators choose to build their own dedicated MCCs in support of their unique missions, having MCC infrastructure available for potential use adds to the value proposition when attracting new users to the spaceport. At present, no dedicated spaceport MCC exists at CASP.

In the near- to mid-term approximate 1,000 - 2,500 sqft of existing office space is expected to be sufficient for mission control needs for small teams (5 - 10 people). In the long-term, up to 5,000 – 10,000 sqft of dedicated office space may be needed if a multi-tenant mission control center is developed capable of supporting between 20-50 people.

**Figure 4-8. CASP Air Traffic Control Tower**



Source: Kimley-Horn

## Propellant Storage

Existing propellant storage at CASP is limited to aviation fuels and is provided by both underground and aboveground storage tanks. The existing tank capacities for 100 LL Avgas and Jet-A are 30,000-gallons each. The existing Explosive Site Plan has identified potential locations for rocket fuel and oxidizer storage on the eastern end of the airfield on an apron near existing hangars, however no permanent propellant storage infrastructure has yet been constructed. Liquid fuels and oxidizers that are commonly utilized by launch vehicles are included in **Table 4-8**.

**Table 4-8. Common Propellants**

Propellant Types	Existing Infrastructure	In LSOL
<b>Liquid Fuels</b>		
Jet A Fuel	●	●
Kerosene (RP-1)	○	●
Liquid Hydrogen (LH2)	○	○
Liquid Methane (LCH4)	○	●
Liquid Propylene	○	○
<b>Liquid Oxidizers</b>		
Liquid Oxygen (LOX)	○	●
Hydrogen Peroxide (H2O2)	○	○
Dinitrogen Tetroxide (N2O4)	○	○
Nitrous Oxide (N2O)	○	○
<b>Solid / Hybrid Propellants</b>		
HTPB	○	○
ABS	○	○
Nylon	○	○

● *Included*      ○ *Excluded*

Source: Kimley-Horn

Based on the findings of the Bryce report, consistent operations of licensed suborbital RLV flights are not anticipated in the near- to mid-term. However, an average of 10 test flights or less per year are anticipated to occur at CASP within the same period. In the near-term, research, development and testing activities are likely to account for a majority of the aerospace related activity. The testing frequency documented in the CASP LSOL states that up to 100 static hot fire engine tests may occur per year. The quantity of propellant and type of infrastructure associated with the propellant storage (temporary versus permanent) is dependent on user demand (i.e. engine testing, launch operations, and test flights) and testing infrastructure (fixed vs. mobile).

It is anticipated that early testing and launch activity at CASP can be accommodated by temporary storage of propellant in the form of tanker truck delivery. As demand for these activities increases, the importance of installing permanent propellant storage tanks, cross country piping and other supporting equipment also rises. The development of such permanent infrastructure is unlikely to be needed in the near-term and mid-term horizon, however it may be needed in the long-term horizon as the number of launch operations and testing increase. Some users may choose to develop fixed testing infrastructure that merit fixed propellant tanks for which the user will likely assume responsibility. Storage of hybrid solid rocket motors does not pose a significant explosive hazard without the presence of an oxidizer. Therefore, hybrid solid rocket motors can be stored within the RLV processing facilities as long as proper planning and controls in place. If solid propellants are considered for use at CASP, storage and processing facilities that house the solid propellants will need to be identified. This change will also require a modification to the Explosive Site Plan.



## **Incubator Spaces for Startup Companies**

As mentioned in the Bryce report, many commercial aerospace startups require incubator space to begin developing their technologies and building their companies. Incubator space can be developed specifically for an individual company or developed with the intention of supporting multiple companies. One example of a multi-user incubator space is the Space Florida Space Life Science Lab located in Exploration Park, adjacent to NASA's Kennedy Space Center. The following amenities are common to include in incubator facilities.

- Research Laboratories
- Hardware Laboratories (for small payload processing)
- Clean rooms
- Machine Shop with traditional and rapid prototyping capabilities
- Workshop Space
- Storage Space
- Office Space
- Conference Rooms
- Breakrooms
- Restrooms

Currently there are no facilities at Colorado Air and Space Port that can serve as a permanent incubator space for startup companies. It is recommended that incubator space be provided within the property of CASP or within the Subarea around CASP. Initially, 5,000 sqft to 10,000 sqft of incubator space could provide several startups with room to develop new aerospace technologies.

## **Test Facilities**

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Since the market forecast highlighted that licensed launch operations are not expected to realize significant activity within the 20-year forecast period of this master plan, research, development and testing provide near-term and mid-term opportunities for CASP. Many of the vehicle systems evaluated in this master plan are in the early development and testing stages. While small scale testing can currently be supported at CASP, the facility does not have adequate infrastructure in place to accommodate multiple testing users or fixed engine test stands.

Two recent examples of businesses that conduct aerospace testing at CASP include Reaction Engines, Inc. and New Frontier Aerospace. Reaction Engines built a dedicated test facility at CASP to support testing of their high temperature heat exchanger. New Frontier Aerospace developed a testing program to utilize an existing apron at CASP to support small scale engine testing for their vertical takeoff and vertical landing (VTVL) demonstrator. In addition to these two companies, other aerospace companies have approached CASP to inquire about infrastructure and testing opportunities. With proper planning and infrastructure improvements, opportunities exist for CASP to address the anticipated testing demand within the forecast period.

Testing facilities at spaceports vary greatly however some common examples include hot fire engine test stands, tethered or untethered testing for VTVL vehicles, and component testing. Engine test stands can be indoor or outdoor, vertical or horizontal, and mobile or fixed depending on the class of engine and user. Tethered VTVL testing is typically performed outdoors over concrete pads where the test vehicle is physically constrained by use of a tether, usually attached to a mobile crane. In accordance with 14 CFR Part 400.2(c)(2), tethered testing must abide by specific criteria including a maximum flight altitude of 75 feet above ground level and maximum propellant quantity of 5,000 pounds on the test vehicle. For untethered VTVL testing a concrete pad is typically provided for takeoff and landing, however areas for free flight may pass above unpaved surfaces. All testing activities must be appropriately analyzed and separated from non-compatible operations to protect the uninvolved public and facilities in the event of a testing anomaly. Some non-traditional launch systems may have unique testing requirements not covered here.

## Mobile Engine Testing

Mobile test stands require minimal permanent infrastructure and are appropriate for operators that only need to conduct short-term testing and have the ability to transport their testing infrastructure to the test site. At minimum, typical permanent infrastructure includes a concrete pad with tiedowns/anchors in a location with sufficient separation distances per the size of the test article. In some cases, temporary concrete barriers are placed near the test article and a mobile command center, located in a Conex box, is provided. For mobile test stands, the operator is responsible for delivering the infrastructure and propellants necessary for their testing operations and removing the infrastructure after the testing program is completed. Mobile test stands generally accommodate small or medium engine testing. An example mobile test stand is the one utilized by XCOR Aerospace at Mojave Air and Space Port for testing a range of small rocket engines, including their 5K18 engine that produced between 2,500 to 3,000 pounds of thrust.

**Figure 4-9. Lynx Engine Hot Fire**



*Source: XCOR*

## VTVL (Tethered / Untethered) Test Sites

In general, small VTVL tethered and untethered testing sites require minimal permanent infrastructure. Common required infrastructure includes concrete pads and a nearby mission control center. For tethered testing, a physical means to constrain the test vehicle to the ground, such as a tether attached to an aerial work platform, is required. Precedent exists for tethered testing sites to be located adjacent to runways at air and space ports. Mojave Air and Space Port, for example, has hosted multiple tethered and untethered point-to-point test flights for Masten Space Systems for their terrestrial VTVL vehicles. Mobile propellant storage and loading systems are typically utilized for small VTVL test sites. Many of the same considerations identified for mobile engine testing apply for VTVL test sites.

## **Fixed Static Engine Testing**

Fixed static engine test sites typically require permanent infrastructure to support frequent testing for a singular user. At a minimum, these sites include a permanent structure to hold the rocket engine, permanent run tanks to feed propellant to the engine during testing, cameras and data acquisition hardware, and a control center for managing the testing operations. Additional infrastructure may include flame deflectors and high flow water systems.

Two static engine test facilities were examined to provide examples of potential testing activities that could be expected at CASP and the infrastructure required to support the testing operations. The two examples are the Badger Propulsion Test Facility in Wisconsin and the Firefly Test Site in Texas.

### ***Badger Propulsion Test Facility (Wisconsin)***

Orbital Technologies Corporation (ORBITEC), a wholly-owned subsidiary of Sierra Nevada Corporation (SNC), operates a propulsion test site within the property of the decommissioned Badger Army Ammunition Plant, located in Baraboo, Wisconsin. This test site contains a series of test cells used to perform static hot fire tests, most recently used for SNC's patented VORTEX engines. The test cells at the Baraboo facility are rated to accommodate thrusts from 30,000-pound force (lbf) to 150,000-lbf. The site has undergone modifications over the past decade, but onsite supporting infrastructure has generally comprised of propellant storage areas, test cells, a control room, and water storage tanks. To account for testing during all four seasons, two interior test cells have been developed that include roll up doors that can be opened prior to engine testing. The Badger Propulsion Test Facility has the advantage of being located in a remote location where explosive safety separation distances can be easily maintained from public areas, roads and inhabited buildings.

**Figure 4-10. ORBITEC's 30,000 Pound Thrust Vortex Engine**



Source: ORBITEC



### ***Firefly Test Site (Texas)***

Firefly Aerospace operates a rocket engine testing facility on 200-acres of land in Briggs, Texas. There are two test stands at the site, Test Stand 1 and Test Stand 2. The former is a horizontal static hot fire test stand equipped with foundations extending 40 feet below grade and is capable of testing rocket engines with up to 450,000-lbf of thrust. Test Stand 2 is a 100-ft tall vertical test stand capable of accommodating thrust in excess of 165,000-lbf. Fuel and oxidizer storage areas are provided at the site for both test cells utilizing cross-country piping for delivery to the stands. The Briggs test site also includes several other facilities including a 2,500 sqft surface finish shop, a 30,000 sqft production shop, and a 10,000 sqft test control and fabrication building. Like the Badger Propulsion Test Facility, the Firefly test site can accommodate larger safety setbacks on its 200-acre site.

**Figure 4-11. Firefly Test Stand 2**



*Source: Firefly Aerospace*

### CASP Test Stand Siting

When siting a test stand at an air and space port, the physical test infrastructure and the associated safety separation distances should ideally remain within the property boundary and away from public areas, roads, runways, inhabited buildings, and Part 77 imaginary surfaces. The typical propellant quantities on small to medium engine test cells trigger quantity distances (QDs), or safety separation distances, of up to 1,250 feet (see **Table 4-9**). Within the existing CASP property boundary, there are a limited number of areas where QDs of 1,250 ft or large can be entirely contained within the existing property boundary.

For aerospace users interested in small engine test stands or small VTVL test flights, QDs of less than 1,250 ft are possible due to the low quantities of propellant on the test articles. As the QDs decrease, the number of areas within the existing property boundary where testing can safely occur increases.

**Table 4-9** provides examples of QDs associated with various quantities a Net Explosive Weight (NEW), or TNT equivalent, commonly identified as Hazard Division (HD) 1.1. For comparison purposes an equivalent weight of the common propellant combination LOX and RP-1 is also provided. It is anticipated that many potential future users at CASP could complete testing operations on small or medium test stands with a NEW up to 30,000 lbs. Larger test stands may be require land acquisition and custom siting to be supported at CASP.

It is recommended that CASP provides basic siting and infrastructure to support at least one shared Mobile / VTVL test site in the near-term and one area dedicated to future fixed engine testing. Additional test sites should be considered as mid-term and long-term developments when demand increases, as identified in **Table 4-10**.

**Table 4-9. Quantity Distances (QD) for Test Stands**

NEW (lbs)	LOX/RP-1 (lbs)	PAD (ft)	PTRD (ft)
<b>Small Test Stands</b>			
2	20	346	208
10	100	474	284
50	500	601	361
<b>Medium Test Stands</b>			
100	1,000	658	395
200	2,000	927	556
300	3,000	1,085	654
450 to 30,000	4,500 to 300,000	1,250	750
<b>Large Test Stands</b>			
50,000	500,000	1,474	884
75,000	700,000	1,649	984
100,000	1,000,000	1,857	1,114

Note: PAD = Public Area Distance, PTRD = Public Traffic Route Distance

Source: Kimley-Horn

**Table 4-10. Proposed Number of Test Sites**

Test Sites	Near-Term	Mid-Term	Long-Term
Mobile Test Site	One Shared Site	Two Shared Sites	Two to Three Shared Sites
VTVL Test Site			
Fixed Test Site	One Dedicated Site	One Dedicated Site	One to Three Dedicated Sites

Source: Kimley-Horn

## Facility Requirements Summary

As shown in **Table 4-11** the current configuration and infrastructure at CASP can support about 50% of the vehicle systems evaluated in this master plan. It is important to note that a transition from the existing configuration to the future configuration does not increase the compatibility of CASP. In addition, improvements to the ultimate configuration would only increase CASPs compatibility by about 5% unless the TDG was also increased to 7, which would result in a compatibility of approximately 90%. Vehicle compatibility is listed in **Table 4-12** and CASP infrastructure recommendations are provided in **Table 4-13**.

**Table 4-11. Vehicle System Compatibility**

Configuration	Compatibility	Runway Length	Runway Width	ADG	TDG	Hangar (sqft)
Existing / Future	35%	8,000	100	I	1B	< 10,000
	40%	8,000	100	II	1B	10,000 – 20,000
	45%	8,000	100	II	1B	10,000 – 20,000
	50%	8,000	100	II	2	10,000 – 20,000
Ultimate	55%	9,000	100	II	3	20,000 – 40,000
Ultimate + TDG 5	60%	9,000	150	III	4	20,000 – 40,000
	65%	10,000	150	IV	5	20,000 – 40,000
	70%	10,000	150	IV	5	20,000 – 40,000
	75%	10,000	150	IV	5	20,000 – 40,000
Ultimate + TDG 7	80%	12,000	150	IV	6	40,000 – 60,000
	85%	12,000	150	IV	6	40,000 – 60,000
	90%	12,000	150	IV	7	40,000 – 60,000
Custom	95%	12,000	150	IV	OTC	40,000 – 60,000
	100%	16,500	200	V	OTC	> 100,000

Source: Kimley-Horn

The following facility requirements are identified for consideration in development alternatives.

**Table 4-12. Vehicle System Compatibility**

Vehicle Description		Current Licensing Compatibility	Existing / Future Infrastructure Compatibility	Ultimate Infrastructure Compatibility
X	RocketPlane XP			
	Airbus Defence and Space Spaceplane			
	Bristol Ascender			
	PD Aerospace X06			
	PD Aerospace X07			
	PD Aerospace X08			
	SABRE Development Vehicle			
	Reaction Engines Skylon			
Y	XCOR Lynx			
	Dawn Aerospace Mk-II Aurora			
	Dawn Aerospace Mk-III			
Z	Northrop Grumman Stargazer (L-1011)			
	Coleman Aerospace (C-17)			
	Coleman Aerospace (C-130)			
	Virgin Galactic WhiteKnightTwo			
	Virgin Orbit Cosmic Girl (747-400)			
	Stratolaunch			
	Generation Orbit Gulfstream (C-20A)			
	Aevum RavnX			
	Bristol Spacecab			
	Bristol Spacebus			
	Orbital Access (MD-11)			
	Swiss Space Systems (A300)			
	Reentry Vehicle	Boeing X-37B		
Sierra Space Dream Chaser				
Support Vehicle	Zero-G (727-200)			
	Super Guppy	Not Applicable		
	Starfighter (F-104)			
Super Sonic	Boom XB-1			
	Aerion AS2	Not Applicable		
	Spike S-512			
	Boom Overture			
Balloon	World View Stratollite			
	Space Perspectives Spaceship Neptune			
VTVL	Masten Xodiac			
	Blue Origin New Shepard			
	SpaceX Starship			
	New Frontier Aerospace Test Article			
<b>General Compatibility</b>			<b>35% - 65%</b>	<b>60% - 90%</b>

Compatible      Potentially Compatible      Not Compatible

Source: Kimley-Horn



**Table 4-13. CASP Infrastructure Recommendations**

Infrastructure	Near-Term	Mid-Term	Long-Term
Runways	Existing	Existing	Existing 8/26 Ultimate 17/35 12,000 ft x 150 ft
Taxiways	Existing	Existing	Existing 8/26 Ultimate ADG with TDG 7 for 17/35.
Aprons	Existing	Construct Dedicated 100' x100' concrete mission preparation area with 1,250 ft PAD	Construct Dedicated 300' x 300' concrete Mission Preparation Area with 1,250 ft PAD
Vehicle Processing Facility	One 20,000 sqft hangar	One Additional 20,000 sqft hangar	One 60,000 sqft hangar
Payload Processing Facility	None / User provided	1,000 sqft modular cleanroom	Additional 1,000 sqft modular cleanroom Or 10,000 to 30,000 sqft standalone PPF
Mission Control Center	1,000 to 2,500 sqft	1,000 to 2,500 sqft	5,000 to 10,000 sqft
Propellant Storage	Temporary storage on existing aprons	Temporary storage on existing aprons	Temporary storage on existing aprons
Incubator Space	1 company 2,500 - 5,000 sqft	2 companies 5,000 – 10,000 sqft	4+ companies 10,000 sqft to 20,000+ sqft
Mobile Engine Test Site	300 ft x 300 ft Test Area with 350 ft PAD	300 ft x 300 ft Test Area with 1,250 ft PAD	300 ft x 300 ft Test Area with 1,250 ft PAD
VTVL Test Site	300 ft x 300 ft Test Area with 460 ft PAD	300 ft x 300 ft Test Area with 1,250 ft PAD	One to Two 300 ft x 300 ft Test Areas with 1,250 ft PAD with connected operational flight corridor.
Fixed Engine Test Site	300 ft x 300 ft Test Area with 350 ft PAD	300 ft x 300 ft Test Area with 1,250 ft PAD	One to three 1-acre Test Areas with 1,250 ft PAD
Balloon Launch	700 ft x 50 ft Apron	700 ft x 50 ft Apron	700 ft x 50 ft Apron

Source: Kimley-Horn

*The existing facilities are capable of supporting about 50% of the launch, reentry, and support systems analyzed in this master plan. Due to the limited number of licensed launch systems that are compatible with CASP, near-term R&D, testing, and manufacturing should be prioritized at CASP. Strategic long-term infrastructure improvements such as a runway extension, pavement strengthening, taxiway modifications, apron expansions, test area development, and hangar development can increase the facility compatibility to around 90% and provide the necessary facilities for a wide range of aerospace tenants and programs.*







Chapter 5

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# Alternatives



# ALTERNATIVES ANALYSIS

The objective of this chapter is to identify and assess alternative concepts for satisfying the requirements identified as part of **Chapter 4**, Facility Requirements, for the near-term, mid-term, and long-term planning horizons.

Different alternatives were developed to satisfy varying levels of vehicle system compatibility (see **Table 4-11**). Typically, the alternatives (other than the no action alternatives) presented in this chapter correlate to 50%, 75%, or 90% vehicle system compatibility.

## Runways

The following subsections provide an overview of the alternatives to improve Runway 8/26 and Runway 17/35. Improvements that are proposed in the alternatives include increasing runway length, runway width, and runway pavement strength.

### Runway 8/26

#### **Alternative 1 – No Action Alternative**

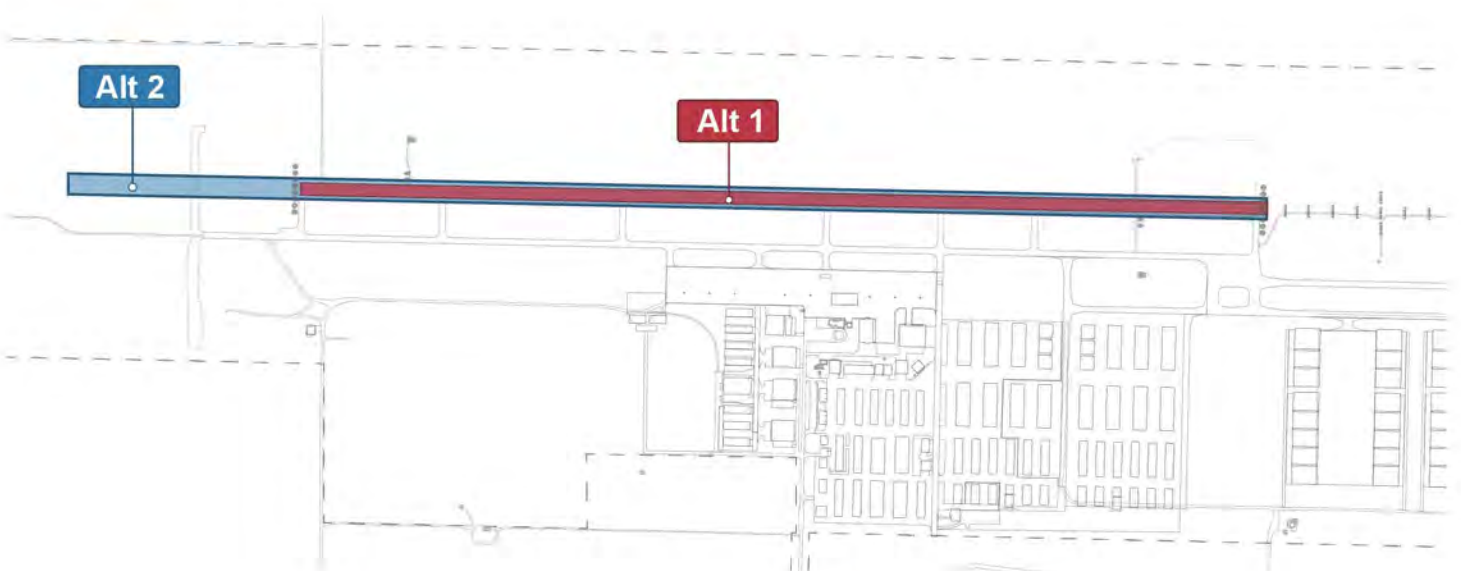
No improvements would be made to Runway 8/26 in Alternative 1. For this scenario, the runway would remain an 8,000 ft long by 100 ft wide asphalt runway with a published pavement strength of 28,000 lbs for single wheel gear (SWG) and 40,000 lbs for dual tandem wheel gear (DTWG). With the no action alternative, approximately 50% of the vehicles analyzed as part of this spaceport master plan could operate on the runway. However, there would need to be a pavement strength evaluation conducted to determine the impact of the vehicles on the life of the runway pavement. The results of the pavement strength evaluation may limit the number of aerospace operations that are allowed on Runway 8/26.

#### **Alternative 2 – Ultimate Runway Extension and Widening**

Alternative 2 involves extending Runway 8/26 to a length of 10,000 ft and widening to an overall width of 150 ft. The runway improvements would result in a new Runway Design Code (RDC) of C-IV-2400. In this alternative, the runway strength would be increased to support aircraft up to a Boeing 767-400 ER with a maximum takeoff weight of 450,000 pounds and a dual tandem main gear.

With the improvements proposed in this alternative, approximately 75% of the vehicles analyzed as part of this spaceport master plan could operate on the runway. It is anticipated that the pavement strengthening will also allow for vehicles to operate without significantly altering the runway pavement life. However, a pavement strength evaluation should be conducted to determine the impacts of vehicles that intend to operate on Runway 8/26.

**Figure 5-1. Runway 8/26 Alternatives**



## Runway 17/35

### **Alternative 1 – No Action Alternative**

Alternative 1 for Runway 17/35 does not include any proposed improvements for the runway. Runway 17/35 would remain an 8,000 ft long by 100 ft wide runway with a published pavement strength of 34,000 pounds SWG and 75,000 pounds DTWG. With the no action alternative, approximately 50% of the vehicles analyzed as part of this spaceport master plan could operate on the runway. However, there would need to be a pavement strength evaluation conducted to determine the impact of the vehicles on the life of the runway pavement. The results of the pavement strength evaluation may limit the number of aerospace operations allowed on Runway 17/35.

### **Alternative 2 - Intermediate Runway Extension**

Alternative 2 involves extending Runway 17/35 to an overall length of 10,000 ft. In this alternative, the runway would remain the same width and strength as it is currently configured. With the improvements proposed in this alternative, approximately 50-55% of the vehicles analyzed as part of this spaceport master plan could operate on the runway. However, there would need to be a pavement strength evaluation conducted to determine the impact of the vehicles on the life of the runway pavement. The results of the pavement strength evaluation may limit the number of aerospace operations allowed on Runway 17/35.

### **Alternative 3 – Intermediate Runway Extension, Runway Widening, and Pavement Strengthening**

Alternative 3 involves extending Runway 17/35 to an overall length of 10,000 ft, widening to an overall width of 150 ft, and strengthening the pavement to support aircraft up to a Boeing 767-400 ER with a maximum takeoff weight of 450,000 pounds and a dual tandem main gear. The runway improvements would result in a new RDC of C-IV-2400.

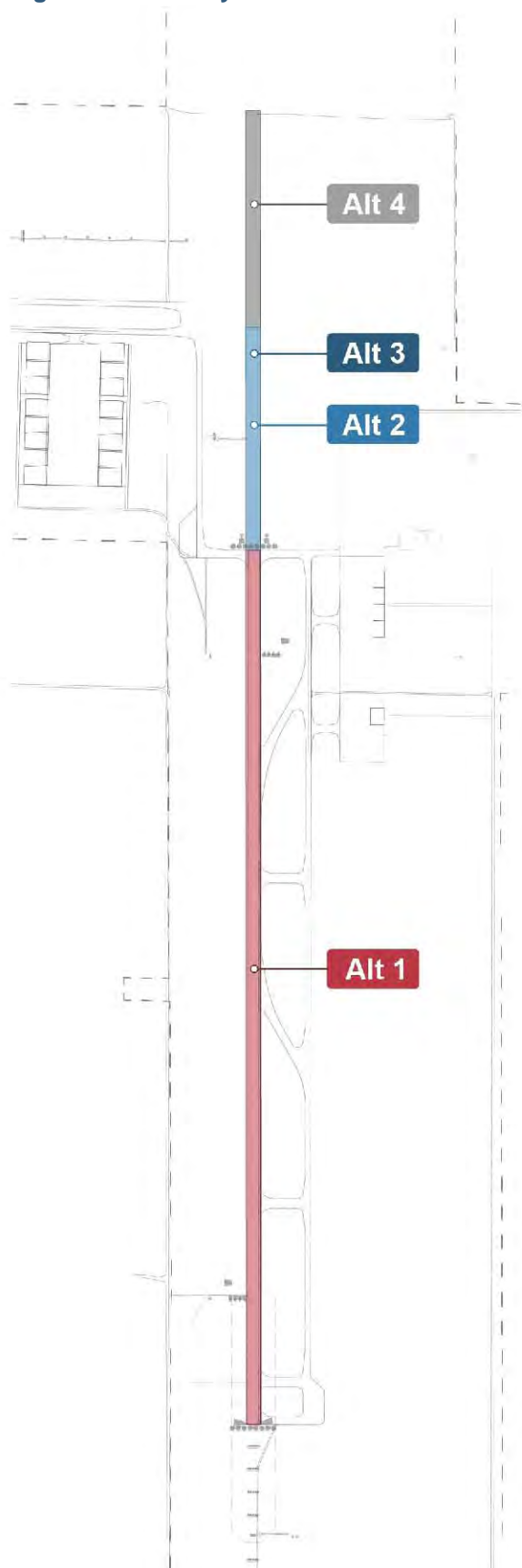
With the improvements proposed in this alternative, approximately 75% of the vehicles analyzed as part of this spaceport master plan could operate on the runway. It is anticipated that the pavement strengthening will also allow for vehicles to operate without significantly altering the runway pavement life. However, a pavement strength evaluation should be conducted to determine the impacts of vehicles that intend to operate on Runway 17/35.

### **Alternative 4 - Ultimate Runway Extension, Runway Widening, and Pavement Strengthening**

Alternative 4 includes extending Runway 17/35 to an ultimate length of 12,000 ft and widening the runway to an ultimate width of 150 ft, and strengthening the pavement to support aircraft up to a Boeing 747-400ER with a maximum takeoff weight of 910,000 pounds and a dual tandem main gear. The runway improvements would result in a new RDC of D-V-2400.

With the improvements proposed in this alternative, approximately 95% of the vehicles analyzed as part of this master plan could operate on the runway. It is anticipated that the pavement strengthening improvements will allow for the vehicles to operate without significantly altering the life of the runway pavement. However, a pavement strength evaluation should be conducted to determine the impacts of the vehicles that intend to operate on Runway 17/35.

Figure 5-2. Runway 17/35 Alternatives



## **Taxiways**

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### ***Alternative 1 – No Action Alternative***

In the No Action Alternative, no improvements will be made to any of the taxiways on the air and space port. The current taxiways are designed to support TDG 1B and ADG II aircraft. Although the current width of the taxiways is 50 ft, under this alternative the taxiways will only be maintained to a width of 25 ft.

Although the current TDG designation for the taxiways is only TDG 1B, the current taxiway geometries exceed the requirements for TDG 1B taxiways. Therefore, the current taxiways are capable of supporting approximately 50% of the vehicles analyzed as part of this spaceport master plan. However, as the taxiways will only be maintained to 25 ft, the long-term compatibility of the taxiways to accommodate 50% of the vehicles will be reduced.

### ***Alternative 2 – Modify Taxiways to support ADG III and TDG 3***

Alternative 2 includes modifying existing taxiway geometries to support TDG 3 aircraft and matches what is proposed in the Ultimate ALP. The current width of the existing taxiways is at least 50 ft, which is the required width for a taxiway to support TDG 3 aircraft. However, the current geometry of the taxiway intersections at CASP do not meet the current geometric standards defined in Advisory Circular (AC) 150/5300-13A, Airport Design. In this alternative, the intersection geometry for the taxiways would be modified to meet the most current FAA design standards.

The geometric modifications would allow for larger vehicles to operate on the taxiways, but a pavement strength evaluation would need to be conducted to determine the impacts of the operations on the pavement life. If the results of the evaluation determine that larger aircraft regularly operating on the taxiway will significantly decrease the pavement life, CASP may decide to either limit the number of operations that are allowed or complete taxiway improvements to strengthen the taxiway pavements.

Currently, the taxiways have sufficient separation distances to support ADG III aircraft. However, the runways are not rated to support ADG III so there is no benefit of changing the taxiway designations until runway improvements are completed and a designation adjustment is merited.

The results of the geometric improvements would slightly increase the percent of aerospace vehicles that are compatible with the taxiways, and the taxiways would meet FAA standards for TDG 3 aircraft. It should be noted that taxiway improvements should only be considered for taxiways that serve the runway(s) being improved.

### ***Alternative 3 – Modify Taxiways to support ADG IV and TDG 5***

Alternative 3 includes modifying the existing taxiway geometry to support TDG 5 aircraft. This alternative would require both taxiway widening and taxiway intersection modifications to standard. Although the modifications would allow for larger vehicles to operate on the taxiways, a pavement strength evaluation would need to be conducted to determine the impacts of the larger vehicles on the pavement life. The results of the pavement strength evaluation may result in operational constraints or additional recommendations to strengthen the taxiway pavements.

Similar to Alternative 2, these modifications would not be beneficial unless one or more of the runways were improved such that larger aircraft could be accommodated on the airfield. It should be noted that the modifications proposed in this alternative exceed the magnitude of modifications that are proposed in the 2019 Ultimate ALP.

The improvements made in Alternative 3 would make the modified taxiways compatible with approximately 75% of the vehicles evaluated as part of this master plan.

### ***Alternative 4 – Modify Taxiways to support ADG IV and TDG 7***

Alternative 4 includes modifying the existing taxiway geometry for taxiways associated with Runway 17/35 to support TDG 7 aircraft. This alternative would require both taxiway widening and taxiway intersection modifications to standard. Although the modifications would allow for larger vehicles to operate on the taxiways, a pavement strength evaluation

would need to be conducted to determine the impacts of the larger vehicles on the pavement life. The results of the pavement strength evaluation may result in operational constraints or additional recommendations to strengthen the taxiway pavements.

Similar to Alternatives 2 and 3, these modifications would not be beneficial unless one or more of the runways were improved such that larger aircraft could be accommodated on the airfield. It should be noted that the modifications proposed in this alternative exceed the magnitude of modifications that are proposed in the 2019 Ultimate ALP.

The improvements made in Alternative 4 would make the modified taxiways compatible with approximately 95% of the vehicles evaluated as part of this master plan.

## Aprons

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### ***Alternative 1 – No Action Alternative***

The No Action Alternative would result in no new apron development at CASP. Aerospace activities would utilize existing aprons. The current apron used for aerospace activities is 400 ft by 1,200 ft in size and is located near the Fire Station. All existing aprons at CASP are constructed from asphalt, which can have volatile reactions with high concentration oxidizers, such as LOX. In the no action alternative, operators will risk causing volatile chemical reactions with the pavement when loading oxidizer onto their vehicle.

### ***Alternative 2 – Alternative 1 and New Apron within Support Aerospace Development Area***

Alternative 2 constructs new apron facilities within the Aerospace Development Area in addition to retaining the existing apron area. The size of the new apron will vary based upon the individual operator(s) needs.

### ***Alternative 3 – Alternative 1 and New Balloon Launch Apron***

This alternative retains the existing apron area and constructs a 700-foot diameter balloon launch apron within the Aerospace Development Area. As balloon launches do not use high concentration oxidizers, the new balloon launch apron can be constructed with asphalt pavement.

### ***Alternative 4 – Alternative 2 and New Balloon Launch Apron***

Alternative 4 retains the existing apron area used for aerospace operations, develops new concrete apron within the Aerospace Development Area, and constructs a 700-foot diameter asphalt balloon launch apron also within the Aerospace Development Area.

## **Mission Preparation Area**

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### ***Alternative 1 – No Action Alternative***

The No Action Alternative retains the proposed use of Mission Preparation Area #1 west of Runway 17/35 and south of Taxiway E. This alternative does not construct a second Mission Preparation Area. If a second Mission Preparation Area was desired by an operator, they would be responsible for the development of the facility. The location of Mission Preparation Area #1 is defined in the LSOL Application.

### ***Alternative 2 – Construct Mission Preparation Area #2***

Alternate 2 includes the construction of Mission Preparation Area #2, a 100 ft by 100 ft concrete apron and connecting taxiway located west of the Terminal Apron. This includes construction of a new connector taxiway that would connect the new concrete apron to Taxiway A.

This alternative provides a location where final mission preparation and vehicle propellant loading can safely occur. Mission Preparation Area #2 is intended to serve as a location for fuel loading, oxidizer loading, passenger loading, and hold for clearance to depart. This location can also be used to safely offload propellants in the case of a scrubbed mission or a reentry. The location of Mission Preparation Area #2 is defined in the LSOL Application.

### ***Alternative 3 – Construct New Mission Preparation Area #1, Northeast Option***

In Alternative 3, a 300-ft by 300-ft new concrete Mission Preparation Area east of Runway 17/35, on the northern end of the Airport property, would be constructed instead of Mission Preparation Area #1 and serve as the primary Mission Preparation Area for Runway 17/35. This alternative would provide an area close to Runway 17/35 where propellant loading, passenger loading, and hold for clearance to depart could occur. This alternative is particularly desirable if a significant number of operations are to be conducted from Runway 17/35 because it minimizes fuel consumption due to taxiing and eliminates the need to top-off fuel immediately prior to takeoff. It should be noted that land acquisition would be necessary for development in this area.

### ***Alternative 4 – Construct New Mission Preparation Area #1, Southeast Option***

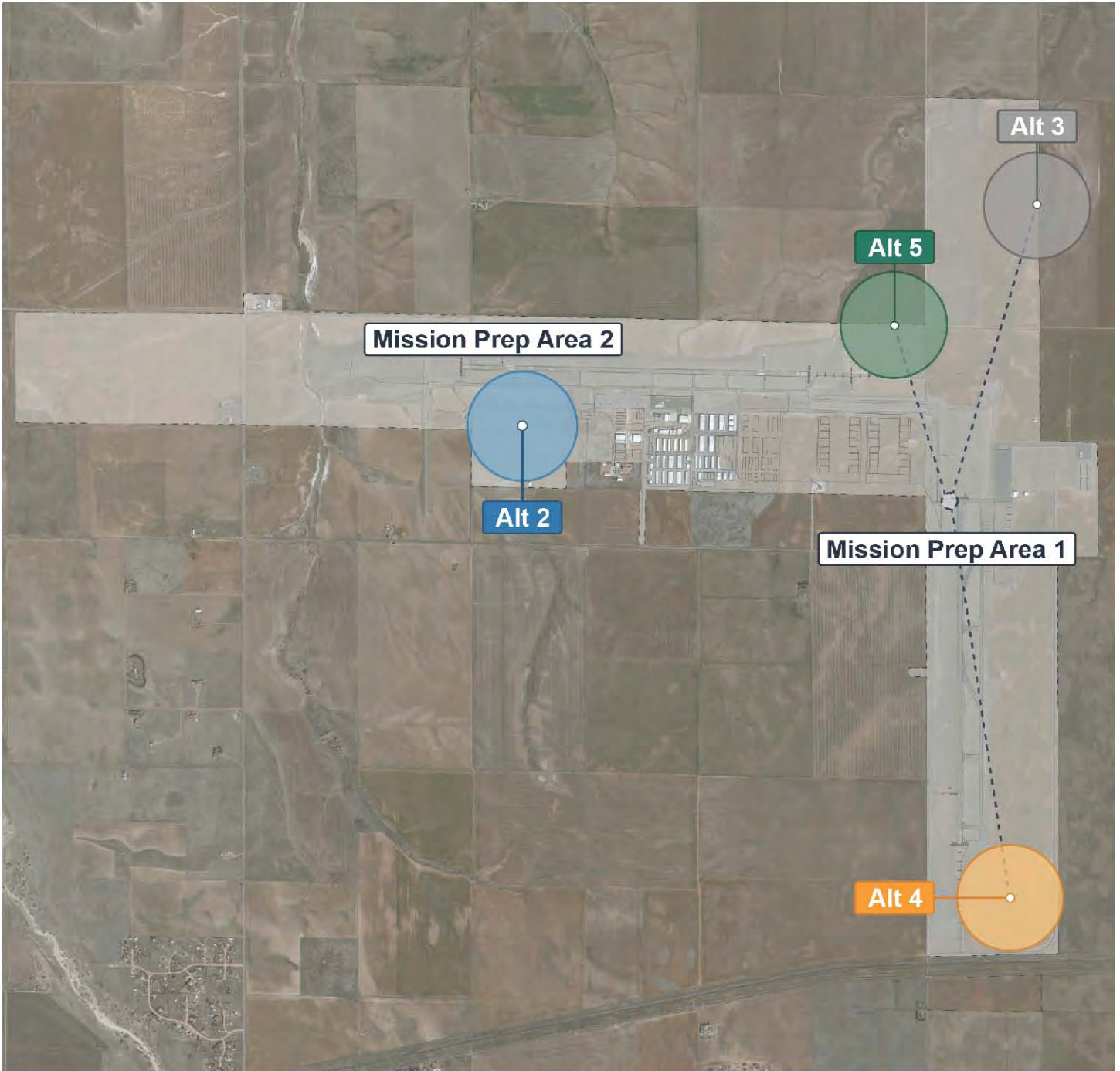
In Alternative 4, a 300-ft by 300-ft new concrete Mission Preparation Area east of Runway 17/35, on the southern end of the Airport property would be constructed to replace Mission Preparation Area #1. This alternative would provide an area close to Runway 17/35 where propellant loading, passenger loading, and hold for clearance to depart could occur. This alternative is particularly desirable if a significant number of operations are to be conducted from Runway 17/35 because it minimizes fuel consumption due to taxiing and eliminates the need to top-off fuel immediately prior to takeoff.

### ***Alternative 5 – Construct New Mission Preparation Area #1, Northwest Option***

In Alternative 5, a 300-ft by 300-ft new concrete Mission Preparation Area west of Runway 17/35 and north of runway 8/26, on the northern end of the Airport property would be constructed to replace Mission Preparation Area #1. This alternative would provide an area close to Runways 8/26 and 17/35 where propellant loading, passenger loading, and hold for clearance to depart could occur. This alternative is particularly desirable if a significant number of operations are to be conducted from both runways because it provides a centrally located area and it minimizes fuel consumption due to taxiing and eliminates the need to top-off fuel immediately prior to takeoff. It should be noted that land acquisition would be necessary for development in this area.



Figure 5-3. Mission Preparation Alternatives



Source: Kimley-Horn



## **Dedicated Aerospace Development Area**

All the proposed alternatives are located east of Runway 17/35. This location was strategically selected to separate aerospace and aviation activities at the CASP. Additionally, the ultimate runway length of Runway 17/35 is more conducive to aerospace operations than Runway 8/26. Therefore, logistically it is also advantageous to be located adjacent to the Runway 17/35.

### **Alternative 1 – No Action Alternative**

In the No Action Alternative, no steps would be made by CASP to develop a dedicated Aerospace Development Area and future aerospace infrastructure would be developed consistent with the 2019 Airport Master Plan.

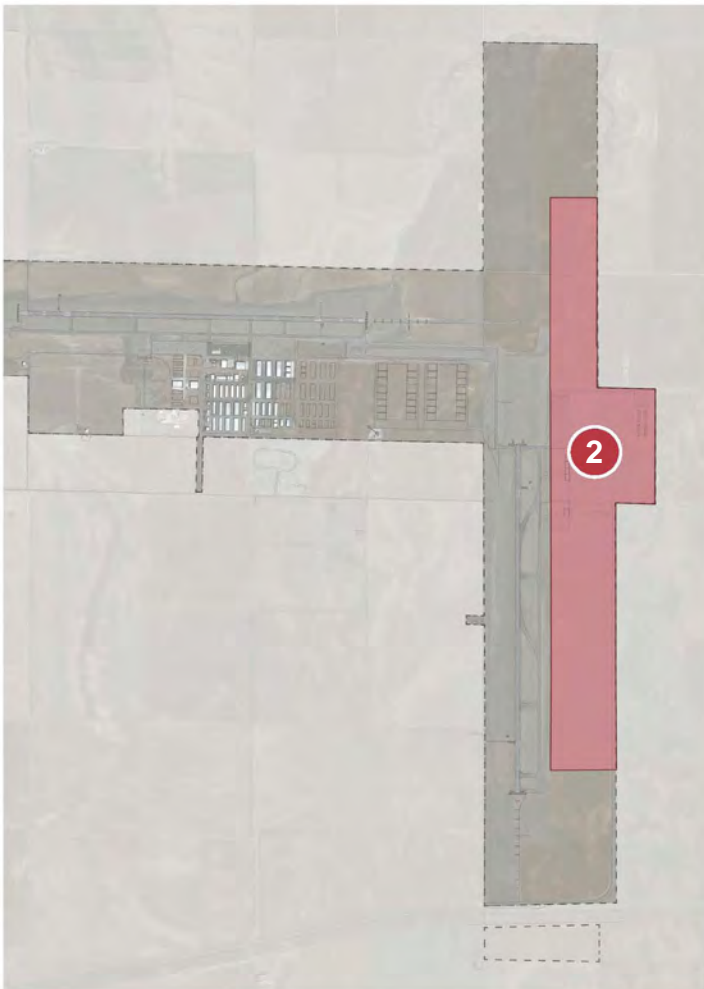
### **Alternative 2 – 450-acre Aerospace Development Area East of Runway 17/35**

Alternative 2 dedicates approximately 450-acres to the east of Runway 17/35 as the Aerospace Development Area. This alternative allocates almost all the developable land east of the runway to aerospace development. This option anticipates that Runway 17/35 will be extended to the ultimate length of 12,000 ft. The proposed area would overlap infrastructure improvements that were included in the 2019 future and ultimate ALP. It should be noted that the ARFF and the associated infrastructure are located within the proposed area but will not be impacted by future aerospace development.

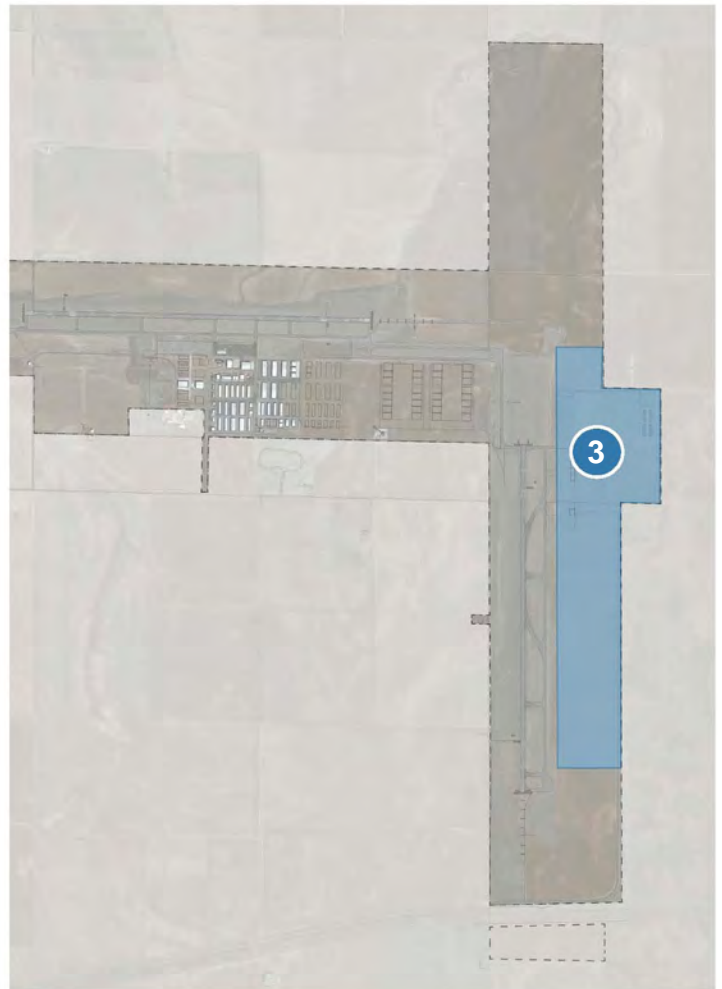
### **Alternative 3 – Develop 375-acre Aerospace Development Area East of Runway 17/35**

Alternative 3 dedicates approximately 375 acres of land east of Runway 17/35 for aerospace development. This alternative anticipates that Runway 17/35 will be extended to a length of at least 10,000 ft. The proposed area would overlap infrastructure improvements that were included in the 2019 future and ultimate ALP. It should be noted that the ARFF and the associated infrastructure are located within the proposed area but will not be impacted by future aerospace development.

**Figure 5-4. Development Area Alternative 2**



**Figure 5-5. Development Area Alternative 3**



**Alternative 4 – Develop 180-acre Aerospace Development Area East of Runway 17/35**

Alternative 4 allocates approximately 180 acres of land east of Runway 17/35 for aerospace development. This land is east of the existing runway and is not contingent on any runway extensions or airfield infrastructure improvements. The proposed area does overlap infrastructure improvements that were proposed as part of the 2019 ultimate ALP.

**Alternative 5 – Develop 120-acre Aerospace Development Area East of Runway 17/35**

Alternative 5 dedicates approximately 120 acres of land east of Runway 17/35 as the dedicated Aerospace Development Area. This land is east of the existing runway and is not contingent on any runway extensions or airfield infrastructure improvements. The proposed area does not overlap any proposed infrastructure improvements from the 2019 ALP.

**Alternative 6 – Develop 100-acre Aerospace Development Area East of Runway 17/35**

Alternative 6 allots approximately 100-acres to the east of Runway 17/35 as the Aerospace Development Area. This option anticipates that Runway 17/35 will be extended to the ultimate length of 12,000 ft. The proposed area would not interfere with any infrastructure improvements that were proposed in the 2019 ALP. Development in this area may be restricted by height due to Part 77 Surfaces.

Figure 5-6. Development Area Alternative 4

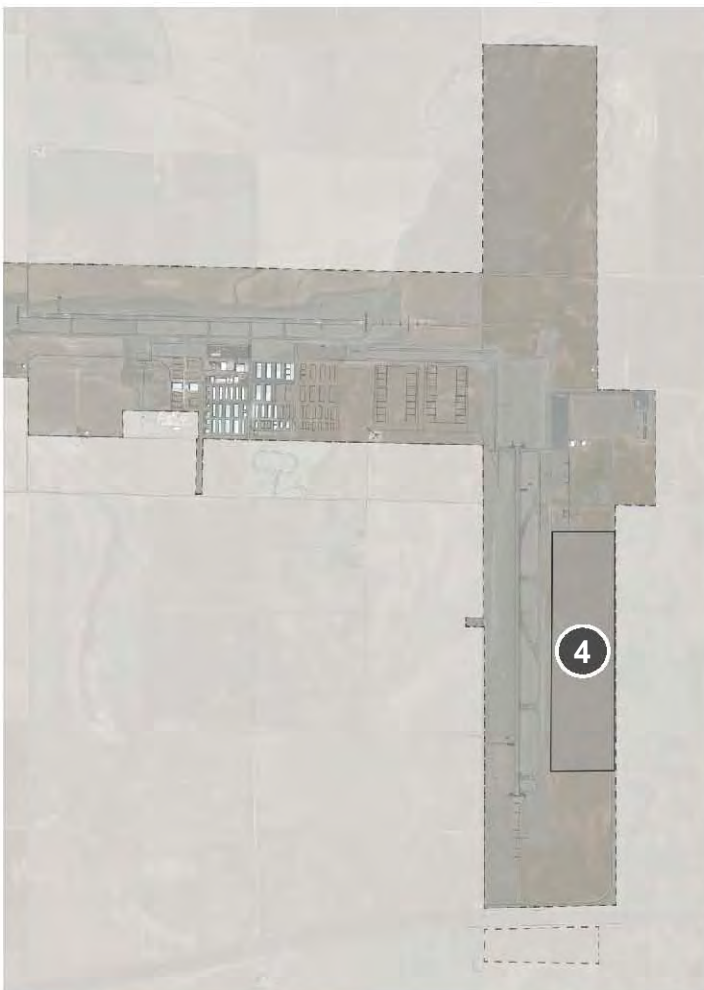
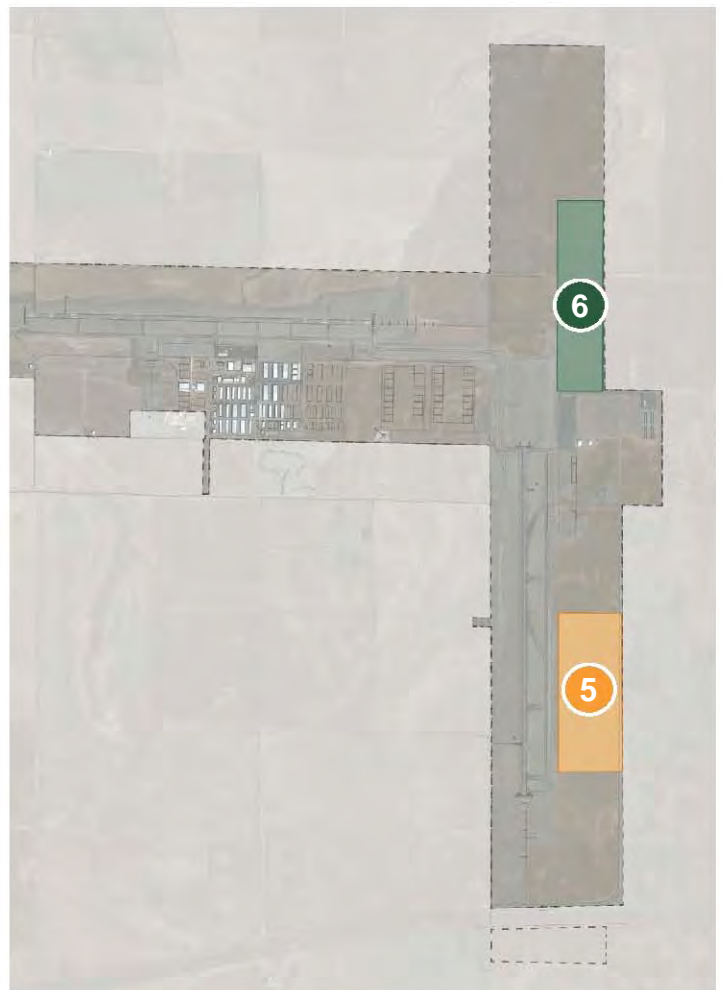


Figure 5-7. Development Area Alternatives 5 and 6



## **Vehicle Processing and Integration Facilities**

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This section describes the alternatives associated with development of vehicle processing and integration facilities. It should be noted that although it is not explicitly stated within each alternative, hybrid rocket motors can be safely stored within the facilities. However, if solid rocket motors are intended to be stored within the facilities, planning efforts will need to be conducted to ensure that adequate safety distances are applied.

### ***Alternative 1 – No Action Alternative***

In the No Action Alternative, no actions would be taken to plan for or develop vehicle processing and integration facilities. In this alternative, the planning and development of a vehicle processing facility would occur if developed by a future operator. Additionally, no land on the airfield would be allocated for spaceport development, meaning there would be no guarantee that land would be available for development by a future aerospace tenant.

### ***Alternative 2 – Develop a 10,000 sqft hangar***

Alternative 2 includes the development of a 10,000 sqft hangar to be reserved for a future aerospace operator. The configuration of the hangar will be such that it will be able to support approximately 35% of potential vehicles analyzed as part of this spaceport master plan. Ideally, the hangar will be developed in the dedicated Aerospace Development Area.

### ***Alternative 3 – Develop a 20,000 sqft hangar***

Alternative 3 includes the development of a 20,000 sqft hangar to be reserved for a future aerospace operator. The configuration of the hangar will be such that it will be able to support approximately 50% of potential vehicles analyzed as part of this spaceport master plan. Ideally, the hangar will be developed in the dedicated Aerospace Development Area.

### ***Alternative 4 – Develop a 40,000 sqft hangar***

Alternative 4 includes the development of a 40,000 sqft hangar to be reserved for a future aerospace operator or multiple operators. For a single user operator, the hangar will be configured such that it will be able to support approximately 75% of potential vehicles analyzed as part of this spaceport master plan. For a multi-user hangar, the hangar will be configured such that it can support multiple tenants. The ability to accommodate multiple tenants will limit the size of the vehicles that can be supported in the single hangar. For the multi-user configuration, it is estimated that approximately 50% of the potential vehicles analyzed as part of this master plan could be accommodated. Ideally, the hangar will be developed in the dedicated Aerospace Development Area.

### ***Alternative 5 – Develop a 60,000 sqft hangar***

Alternative 5 includes the development of a 60,000 sqft hangar that is to be reserved for a future aerospace operator or multiple operators. For a single user operator, the hangar will be configured such that it will be able to support approximately 95% of potential vehicles analyzed as part of this spaceport master plan. For a multi-user hangar, the hangar will be configured such that it can support multiple tenants. The ability to accommodate multiple tenants will limit the size of the vehicles that can be supported in the single hangar. For the multi-user configuration, it is estimated that approximately 50% to 75% of the potential vehicles analyzed as part of this master plan could be accommodated. Ideally, the hangar will be developed in the dedicated Aerospace Development Area.

**Figure 5-8. Existing Hangers at CASP**



Source: Colorado Air and Space Port



## Payload Processing Facility

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### ***Alternative 1 – No Action Alternative***

In the No Action Alternative, no steps would be made by CASP to develop a standalone Payload Processing Facility (PPF) or acquire a modular PPF. If a PPF was desired by an operator, they would be responsible for the fabrication and installation of the facility.

### ***Alternative 2 – Acquire a Modular PPF***

In Alternative 2, CASP would acquire a 1,000-sqft modular cleanroom that would serve as a PPF. As mentioned in Chapter 4, a modular PPF is not a standalone modular system, but rather a facility integrated within another facility. In this alternative, the modular PPF would need to be located within an existing or new hangar that will be dedicated for aerospace use. This alternative will enable the final preparation and integration of small payloads prior to mission operations. In this alternative there will be no permanent infrastructure, such as a crane or hoist, to help maneuver the payload.

### ***Alternative 3 – Develop a Standalone Small Multi-User PPF***

Alternative 3 includes the development of a standalone PPF that is meant to support only a few users at any given time. This standalone facility would enable additional amenities that would not be able to be incorporated within a modular PPF. Some of the additional amenities may include cranes or hoists (to help maneuver larger payloads), multiple workbenches, offices, storage rooms, restrooms, break rooms, Ground Support Equipment (GSE) areas, a high-pressure gas system control area, and laboratory space. As previously mentioned, the facility would be large enough to support a few users at a time and would likely be approximately 10,000 sqft.

### ***Alternative 4 – Develop a Standalone Large Multi-User PPF***

Alternative 4 is similar to Alternative 3 but would be increase the capabilities to support larger payloads and an increased number of concurrent users. Alternative 4 would include all of the amenities available within Alternative 3, but the amenities would be scaled to support the needs for larger payloads and additional users. It is anticipated that a standalone multi-user PPF would be approximately 30,000 sqft.

### ***Alternative 5 – Develop a Cleanroom within a Multi-Use Facility***

Alternative 5 integrates a dedicated 5,000-square foot cleanroom into a multi-use facility. This would not be a modular standalone unit inside a larger facility. Rather, it would be fully integrated into the facility. This integrated facility would enable additional amenities such as small cranes or hoists (to help maneuver larger payloads), multiple workbenches, a high-pressure gas system control area, and laboratory space. Other amenities such as offices, storage rooms, restrooms, break rooms, GSE areas could be incorporated into other areas of the multi-use facility.

## **Mission Control Center**

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### ***Alternative 1 – No Action Alternative***

Alternative 1 proposes that no new facilities be developed for the purposes of serving as a Mission Control Center (MCC). In this alternative, office space may be made available in existing facilities, like the Terminal Building, FBO facility, or the north office building, that could potentially serve as a temporary MCC during mission operations.

### ***Alternative 2 – Incorporate MCC Infrastructure into Future Facility***

In Alternative 2, an MCC would be incorporated within a future facility developed for aerospace operations. The types of facilities that may house an MCC include a dedicated aerospace hangar or a multi-use facility. As mentioned in Chapter 4, a dedicated MCC must be large enough to support administrative, engineering, and operations support personnel during mission related operations. Therefore, this alternative will require approximately 1,000 sqft to 2,500 sqft within a future facility be dedicated for an MCC and able to support approximately 5 to 10 people. The exact size and specifications of the integrated MCC should be reevaluated closer to when the facility will be constructed. Secured rooms may be a requirement to be included with facility improvements.

### ***Alternative 3 – Develop a Standalone MCC***

Alternative 3 includes the development of a standalone MCC that is capable of housing mission operations support for multiple tenants. The standalone MCC will include multiple secured rooms that are ideal for mission monitoring and communications. In addition to the secured rooms, the MCC will include conference rooms, private offices, break rooms, and restrooms. The stand-alone MCC should be large enough to support between 20 and 50 people and should be between 5,000 sqft and 10,000 sqft.

## **Propellant Storage**

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### ***Alternative 1 – No Action Alternative***

Alternative 1 is the no action alternative and would not include any facility improvements as it relates to aerospace propellant storage. Additionally, in this scenario temporary storage of aerospace propellants will be prohibited on the airfield.

### ***Alternative 2 – Temporary Liquid Propellant Storage***

In Alternative 2, fuel and oxidizer would be brought in on a temporary basis and stored in tanker trucks. In this alternative, propellant would not be stored for extended periods of time at the spaceport, but rather brought in for mission or testing specific activities by the operator. It is anticipated that up to two standard 5,000-gallon fuel trucks will be needed for RP-1 storage and up to three 5,000-gallon liquid oxidizer trucks will be required. These specifications may change when a user is identified, and the demands/requirements should be reevaluated at that time.

### ***Alternative 3 – Install Permanent Liquid Propellant Storage Tanks – CASP Provided***

Alternative 3 includes the installation of permanent propellant storage tanks and the associated infrastructure. For Alternative 3, all of the infrastructure would be paid for by CASP and could be utilized by multiple tenants or operators after development. The sizing of the permanent infrastructure will need to be evaluated at the time of development, as it will be highly dependent on the frequency of operations.

### ***Alternative 4 – Install Permanent Liquid Propellant Storage Tanks – User Provided***

Alternative 4 includes the installation of permanent propellant storage tanks and the associated infrastructure. For Alternative 4, all of the infrastructure would be paid for by a future operator and it is likely that the infrastructure would only be available to the operator that developed the capability. The sizing of the permanent infrastructure will be dependent on the individual user's needs and should be evaluated by the user prior to development.

### ***Alternative 5 – Solid Rocket Motor Storage Facility***

Alternative 5 includes the development of a permanent solid rocket motor storage facility. This facility will house HD 1.3 materials and therefore will have associated safety distances. Ideally, this facility will be located such that no other facilities are within the anticipated safety distances. The quantities of solid/hybrid propellants that will need to be stored are highly dependent on the vehicles that will be operating at CASP. Solid propellants were not included in the LSOL or explosive site plan. If solid rocket motors are utilized at CASP additional analysis and license modifications will be required.

## Multi-Use Facility

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The purpose of a multi-use facility is to provide a space for users that can be used for whatever need they may have. Some anticipated uses within a multi-use facility include incubator space of startup companies and MCC.

### ***Alternative 1 – No Action Alternative***

In the no action alternative, no multi-use facility would be developed at CASP. In this alternative, if a user desired either incubator space or space for an MCC, they would have to develop it on their own or include it within their facility.

### ***Alternative 2 – Develop 15,000 sqft Multi-Use Facility***

Alternative 2 includes the development of a 15,000 sqft multi-use facility. It is anticipated that this facility will be utilized as an incubator startup and potentially provide mission control capabilities to operators on a temporary basis. This multi-user facility may include amenities such as research laboratories, hardware laboratories, cleanrooms, machine shops, workshop space, storage space, offices, conference rooms, break rooms, and restrooms. A 15,000 sqft facility will likely support between 2 and 4 small startup companies or 1 medium company at any given time.

### ***Alternative 3 – Develop 30,000 sqft Multi-Use Facility***

Alternative 3 includes the development of a 30,000 sqft multi-use facility. The amenities in Alternative 3 would be similar to Alternative 2. The primary difference between Alternative 2 and Alternative 3 is that Alternative 3 has the ability to support either larger startups or more startups. It is anticipated that the facility developed in Alternative 3 would be capable of supporting between 4 and 8 small startup companies or 2 medium companies.

It should be noted that the 30,000 sqft facility proposed in Alternative 3 could be realized by expanding on a smaller facility. This may be the case if Alternative 2 is selected as a preferred alternative for the near-term but deemed insufficient for the long term. It is suggested that the multi-use facilities be designed in a way that enables expansion.

## Terminal Facility

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A terminal facility is a facility that can be used for commercial space passengers and the public. Such a facility can be iconic in design or more functional to support the needs of the users.

### ***Alternative 1 – No Action Alternative***

In this alternative no terminal facilities will be constructed, nor will the existing terminal building be refurbished.

### ***Alternative 2 – Refurbish Existing Terminal***

Alternative 2 refurbishes the existing airport terminal to accommodate commercial aerospace operations. The existing terminal building is not located within the Aerospace Development Area and serves as the terminal for other aviation users at the CASP. The existing terminal building is open to the public.

### ***Alternative 3 – Operator Provided Terminals within or Connected to their Hangars***

In Alternative 3, individual operators will develop terminals connected to or within their hangars. These facilities will be within the Aerospace Development Area and within very close proximity to other infrastructure supporting commercial space flight. Each individual operator would need to develop their own terminal facilities at their own cost.

### ***Alternative 4 – Passenger Services within Multi-Use Facility***

Alternative 4 provides terminal functions within a multi-use facility. This would provide a single terminal area for commercial space activities in a common facility that can be used by multiple operators.

### ***Alternative 5 – New Standalone Spaceport Terminal Facility at Spaceport Development Area***

This alternative includes a standalone and dedicated spaceport terminal within the Aerospace Development Area. This facility has the opportunity to be an iconic structure and include other amenities such as a gift shop, visitor center, and museum.

## **Test Facilities**

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### ***Alternative 1 – No Action Alternative***

In the no action alternative, no test sites will be developed and no areas on or near the air and space port will be designated as future test areas. In this alternative, if a user would like to conduct testing at the air and space port, areas where testing may be supported will need to be identified at the time of inquiry.

### ***Alternative 2 – Utilize Existing Testing Areas***

Alternative 2 includes dedicating a portion of the existing apron east of Runway 17/35 as one testing area (identified as area 2a below) and constructing a second rocket engine test site north of the apron (area 2b). This alternative can support two small sites, approximately 1 acre each. In this alternative, an access road and concrete pad would be constructed for the second test site. Future development around the test areas will be limited to ensure that adequate safety distances can be maintained during testing operations.

### ***Alternative 3 – Establish a 325-acre Test Area North of Runway 8/26***

Alternative 3 would establish a 325-acre test area north of Runway 8/26, capable of accommodating 2 large test sites. Testing infrastructure on the north end of CASP is ideally located to avoid Part 77 surfaces yet remain in proximity to existing runways which provides an advantage for noise pollution.

The area proposed is currently not within the air and space port boundary, so agreements would need to be made to acquire the land prior to designation. If agreements could be reached, basic land developments would be completed such that future users could more easily develop test sites. Basic land developments would include extension of basic utilities to proposed test site plots and a perimeter road providing basic access to the proposed test site plots.

### ***Alternative 4 – Establish a 640-acre Test Area North of Runway 8/26***

Alternative 4 would establish a 640-acre test area north of Runway 8/26 capable of supporting 4 large test sites. Testing infrastructure on the north end of CASP is ideally located to avoid Part 77 surfaces yet remain in proximity to existing runways which provides an advantage for noise pollution.

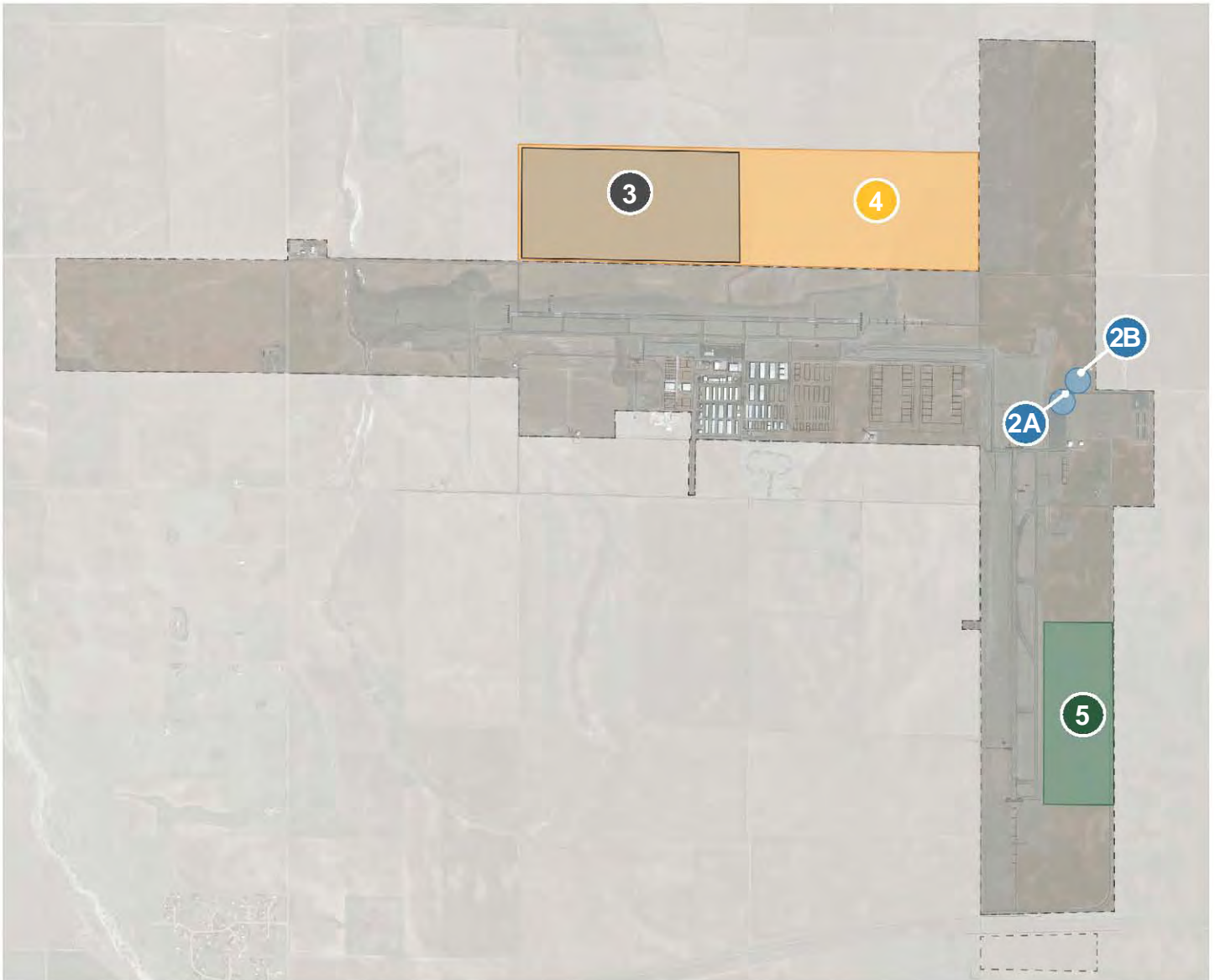
The area proposed is currently not within the air and space port boundary, so agreements would need to be made to acquire the land prior to designation. If agreements could be reached, basic land developments would be completed such that future users could more easily develop test sites. Basic land developments would include extension of utilities to proposed test site plots and a perimeter road providing basic access to the proposed test site plots.

### ***Alternative 5 – Establish a 150-acre Test Area East of Runway 17/35***

Alternative 5 would establish a 150-acre test area east of Runway 17/35 capable of supporting 2 small test sites. The proposed area is entirely contained within the current air and space port boundary. However, there is a possibility that the safety distances associated with testing could extend beyond the property boundary, impact operations on Runway 17/35, and intersect taxiways. Additionally, this location intersects both transitional Part 77 surfaces, so permanent infrastructure and testing altitudes would be height restricted. Under this alternative, CASP will need to work with future test operators to minimize the impact to surrounding infrastructure and ensure that access is controlled to all areas within the safety distances.

Basic land developments would be completed as part of this alternative. The land improvements would include extension of utilities to proposed test site plots and a perimeter road providing basic access to the proposed test site plots. Development of alternative 5 overlaps some aerospace development alternatives.

Figure 5-9. Test Facilities Alternatives



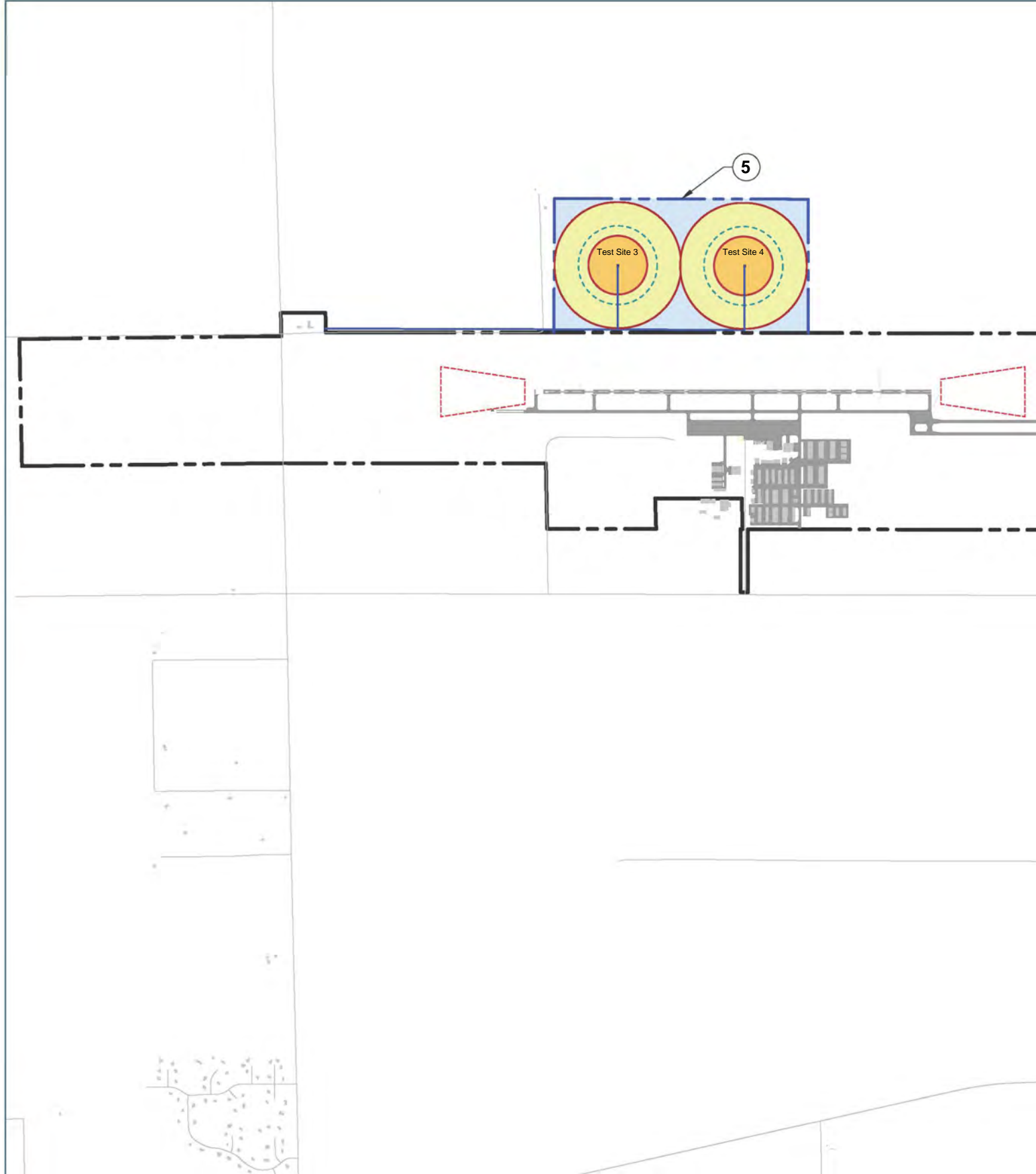
Source: Kimley-Horn

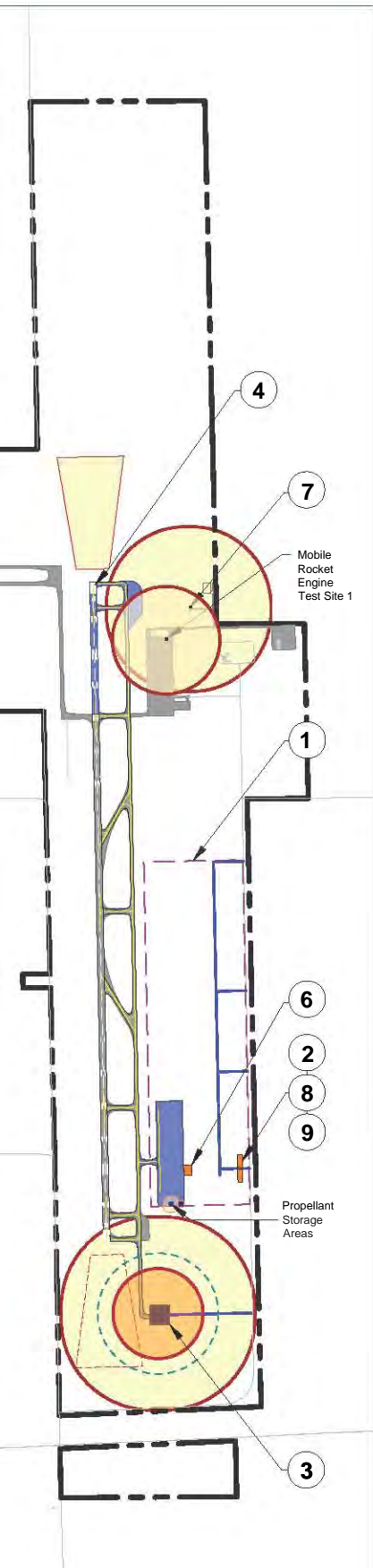
## Recommended Development Plan and Summary of Preferred Alternatives

This section provides a summary of the preferred alternatives from the previous section and defines a plan for development. Refer to **Figure 5-10** for a map of recommended development. Areas of development and corresponding projects are depicted here with respect to the current airport diagram.



Figure 5-10. Recommended Development Plan and Summary of Preferred Alternatives





Legend		
Item	Existing	Future
Property Line	— — — — —	— — — — —
Roadways	— — — — —	— — — — —
Aerospace Development Area	N/A	— — — — —
Public Area Distance	N/A	■
Public Traffic Route Distance	N/A	□
Incompatible Intraline Distance	N/A	■
Test Area	N/A	■
Runway Protection Zone (RPZ)	N/A	■
Structure	■	■
Airfield Pavement	■	■
Concrete Pad	N/A	■

Project List	
Number	Project
①	Aerospace Development Area (includes propellant storage areas)
②	Multi-use Facility
③	Mission Preparation Area #1
④	Runway 17/35 Extension and Taxiway D Improvements
⑤	Test Area (Outside Existing Airport Property)
⑥	Vehicle Processing and Integration Facility
⑦	Rocket Engine Test Site 2
⑧	Payload Processing Facility
⑨	Mission Control Center

Source: Kimley-Horn



## Preferred Alternatives Summary

Table 5-14. Preferred Alternatives

	Near-Term	Mid-Term	Long-Term
Runway 8/26	Alternative 1 – No Action		
Runway 17/35	Alternative 1 – No Action	Alternative 2 – Intermediate Runway Extension	
Taxiways	Alternative 1 – No Action	Alternative 3 – Modify Taxiways to Support ADG III and TDG 3	
Aprons	Alternative 2 – Alternative 1 and New Apron within Support Aerospace Development Area		
Mission Preparation Area	Alternative 1 - No Action	Alternative 4 – Construct New Mission Preparation Area #1, Southeast of Runway 17/35	
Dedicated Aerospace Development Area	Alternative 5 – Develop 120-acre Aerospace Development Area East of Runway 17/35	Alternative 4 – Develop 180-acre Aerospace Development Area East of Runway 17/35	
Vehicle Processing and Integration Facility	Alternative 1 - No Action	Alternative 3 – Develop a 20,000- sqft hangar	
Payload Processing Facility	Alternative 1 – No Action	Alternative 2 – Acquire a Modular PPF	Alternative 5 – Develop a Cleanroom within a Multi-Use Facility
Mission Control Center	Alternative 1 – No Action	Alternative 2 – Incorporate MCC Infrastructure within a Multi-Use Facility	
Propellant Storage	Alternative 2 – Temporary Liquid Propellant Storage		Alternative 4 – Install Permanent Liquid Propellant Storage Tanks – User Provided
Multi-Use Facility	Alternative 2 – Develop a 15,000-sqft Multi-Use Facility	Alternative 3 – Develop a 30,000- sqft Multi-Use Facility	
Terminal Facility	Alternative 1 – No Action		
Test Facilities	Alternative 2 – Utilize existing testing areas	Alternative 3 – Establish a 320-acre Test Area North of Runway 8/26	

Source: Kimley-Horn

## Ultimate Development Plan and Summary of Unconstrained Alternatives

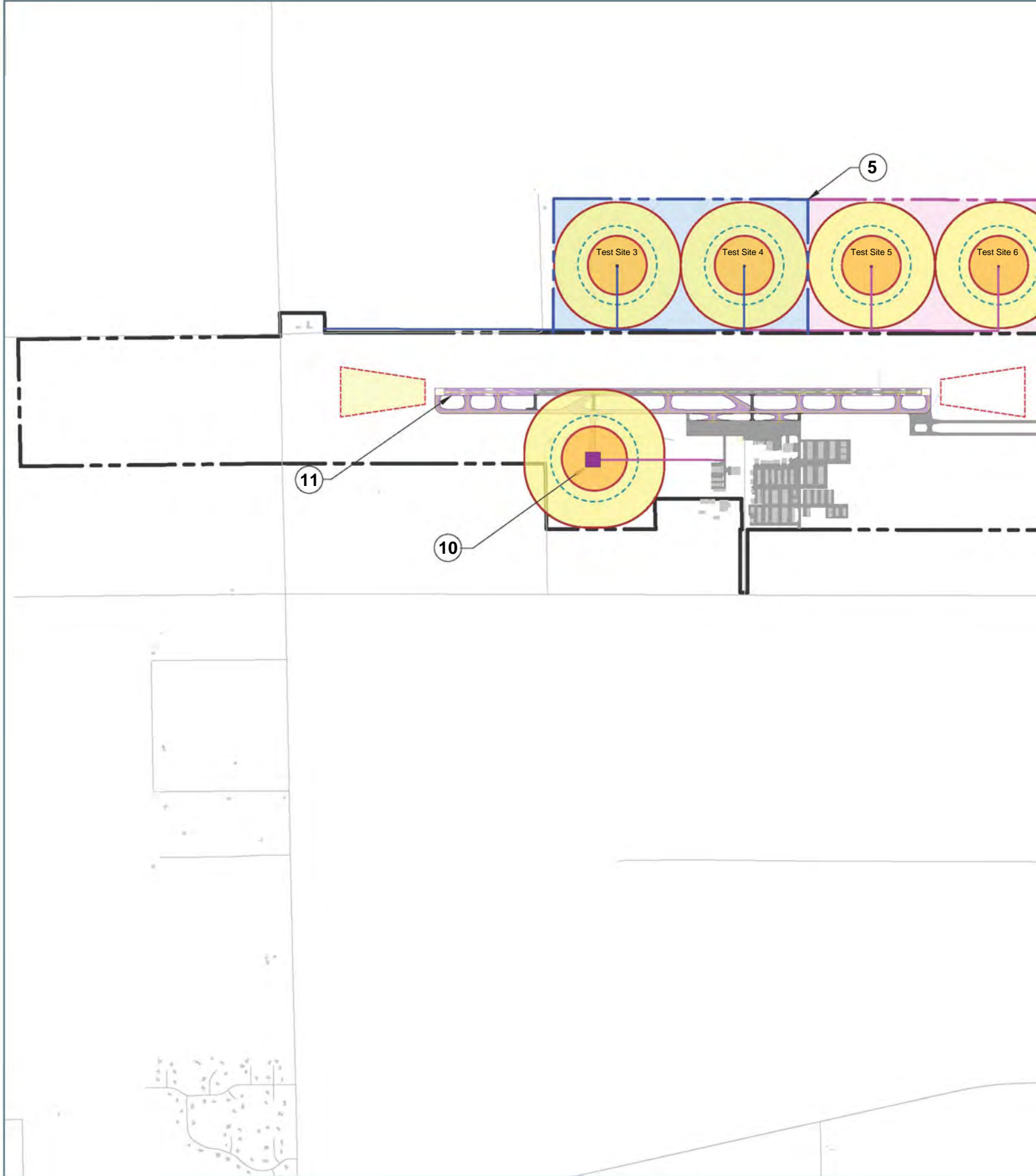
This section provides a summary of the ultimate development plan (UDP) from the alternatives analysis. In an unconstrained scenario, spaceport development at CASP would include additional infrastructure that would increase user compatibility and provide additional support to attract a larger user base. Due to large infrastructure cost and a lack of available FAA funding for spaceport infrastructure, this additional infrastructure was not included in the RDP. A UDP was developed to identify the infrastructure that would be beneficial to the overall development of the spaceport. The UDP provides an extension of the RDP that can be utilized in the event funding sources become available that can support this growth. A map of proposed alternatives to be included in the UDP are found in **Figure 5-11** and summarized in **Table 5-15**.

**Table 5-15. Unconstrained Alternatives**

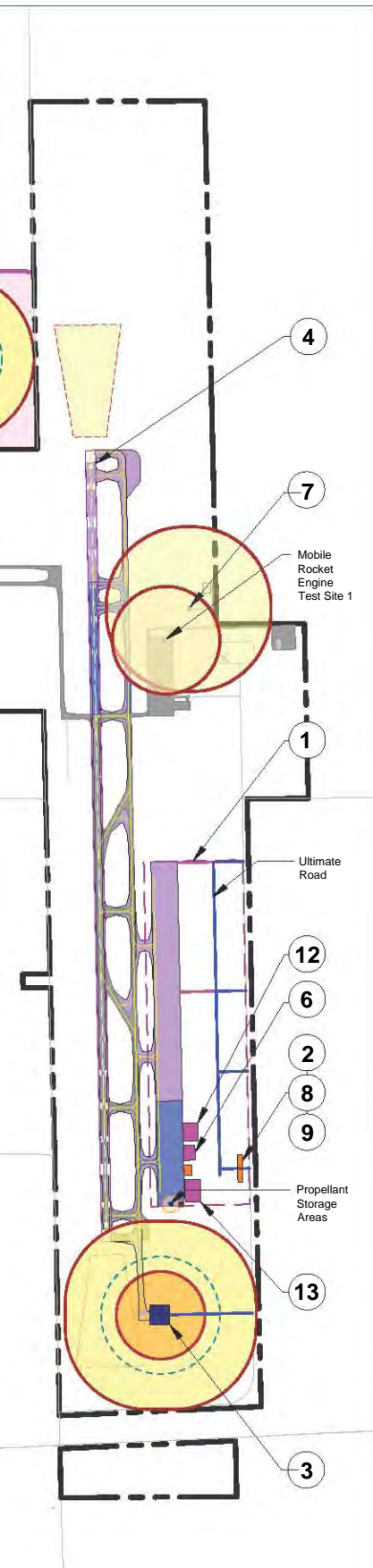
	Ultimate
Runway 8/26	Alternative 2 – Ultimate Runway Extension, Runway Widening, and Pavement Strengthening
Runway 17/35	Alternative 4 – Ultimate Runway Extension, Runway Widening, and Pavement Strengthening
Taxiways	Alternative 4 – Modify Taxiways to Support ADG V and TDG 7
Aprons	Alternative 2 – Alternative 1 and New Apron within Aerospace Development Area
Dedicated Aerospace Development Area	Alternative 3 – Develop 180-acre Aerospace Development Area East of Runway 17/35
Vehicle Processing and Integration Facility	Alternative 3 – Develop a 20,000-sqft hangar
	Alternative 4 – Develop an additional 40,000-sqft hangar
	Alternative 5 – Develop an additional 60,000-sqft hangar
Payload Processing Facility	Alternative 5 – Develop a Cleanroom within a Multi- Use Facility
Mission Control Center	Alternative 2 – Incorporate MCC Infrastructure into Future Facility
Propellant Storage	Alternative 4 – Install Permanent Liquid Propellant Storage Tanks – User Provided
Multi-Use Facility (Incubator Space)	Alternative 3 – Develop a 30,000- sqft Multi-Use Facility
Test Facilities	Alternative 2 – Establish Testing Area on Existing Apron
	Alternative 4 – Establish a 640-acre Test Area North of Runway 8/26
Terminal Facility	Alternative 5 – Establish a standalone terminal within the Aerospace Development Area

Source: Kimley-Horn

Figure 5-11. Ultimate Development Plan and Summary of Unconstrained Alternatives







Legend			
Item	Existing	Future	Ultimate
Property Line	---	---	---
Roadways	---	---	---
Aerospace Development Area	N/A	---	No Change
Public Area Distance	N/A	■	No Change
Public Traffic Route Distance	N/A	---	No Change
Incompatible Intraline Distance	N/A	■	No Change
Test Area	N/A	■	■
Runway Protection Zone (RPZ)	---	N/A	---
Structure	■	■	■
Airfield Pavement	■	■	■
Concrete Pad	N/A	■	■

Project List	
Number	Project
1	Aerospace Development Area (includes propellant storage areas)
2	Multi-use Facility
3	Mission Preparation Area #1
4	Runway 17/35 Extension and Taxiway D Improvements
5	Test Area (Outside Existing Airport Property)
6	Vehicle Processing and Integration Facility (1 hangar)
7	Rocket Engine Test Site 2
8	Payload Processing Facility
9	Mission Control Center
10	Mission Preparation Area #2
11	Runway 8/26 Extension and Taxiway A Improvements
12	Vehicle Processing and Integration Facility (2 hangars)
13	Terminal Facility

Source: Kimley-Horn









Chapter 6

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# Implementation Plan



# IMPLEMENTATION PLAN

This chapter provides a strategy for CASP to implement the Recommended Development Plan (RDP) while taking into consideration numerous factors that influence the schedule of completion. Factors that must be taken into consideration are addressed through appropriate project phasing, environmental documentation, and analysis of project cost.

## Recommended Development Plan

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The RDP provides the Spaceport with phasing recommendations to complete projects in alignment with development goals and objectives. Some projects include sub-phasing to allow for further development or completion of a project in later RDP phases. Projects are divided into three (3) primary phases; near-term, mid-term, and long-term.

### RDP Near-Term Improvements (2022-2026)

The following projects from the RDP are recommended to be implemented in the near-term (1- to 5-year timeframe, 2022-2026):

- **Aerospace Development Area (Phase I)** – Phase I of the Aerospace Development Area is a 120-acre site development that includes planning, design, and construction of roads, utilities, and site improvements. Planning and design of the Aerospace Apron will also take place during this phase with construction occurring in Phase II. The design and construction of the additional 60-acre site extension will occur in Phase II.
- **Multi-Use Facility (Phase I)** – Phase I of the Multi-Use Facility includes the planning, design, and construction of a 15,000 sqft facility. Planning, design, and construction of an additional 15,000 sqft facility will occur in Phase II. It should be noted that a future Payload Processing Facility, and the Mission Control Center could potentially be housed within the Multi-Use Facility.
- **Runway 17/35 Extension and Taxiway D Improvements (Phase I)** – Phase I of the Runway 17/35 extension and Taxiway D improvements include planning and environmental compliance on the north end of Runway 17 for a 2,000 ft extension. Design will be completed in Phase II with construction completed in Phase III.
- **Rocket Engine Test Site 2 (All Phases)** – Development of the Rocket Engine Test Site 2 includes planning, design, and construction of a 50-foot by 50-foot pad with a 350-foot long by 25-foot-wide access road.
- **Test Area (Phase I)** – Phase I of the Test Area includes the land acquisition of 320-acres north of Runway 8/26. Planning, design, and construction of the test area will take place in Phase II.

### RDP Mid-Term Improvements (2027-2031)

The following projects are recommended to be implemented in the mid-term (6- to 10-year timeframe, 2027-2031):

- **Aerospace Development Area Expansion (Phase II)** – Phase II includes design and construction of an additional 60-acre site extension. The site extension includes construction of roads, utilities, and site improvements. This completes the recommended construction of the full 180-acre Aerospace Development Area.
- **Multi-Use Facility Expansion (Phase II)** – Phase II includes design and construction of an additional 15,000 sqft Multi-Use Facility. This completes the recommended construction of a total of 30,000 sqft of multi-use facilities.
- **Mission Preparation Area 1 (All Phases)** – All development of the Mission Preparation Area would be completed in this phase and includes planning, design, and construction of the proposed site southeast of Runway 17/35.
- **Runway 17/35 Extension and Taxiway D Improvements (Phase II)** – Phase II of the Runway 17/35 extension and Taxiway D improvements includes design of the 2,000-foot runway extension and respective taxiway improvements.
- **Test Area (Phase II)** – Phase II is the final phase of the Test Area and includes planning, design, and construction of test site 3 and 4 with the 320-acres acquired in phase I.

- **Vehicle Processing and Integration Facility (All Phases)** – All development for the vehicle processing and integration facility would be completed in this phase and includes planning, design, and construction of a 20,000 sqft hangar on the south end of the Aerospace Development Area.
- **Payload Processing Facility (Phase I)** – Phase I of the Payload Processing Facility (PPF) would consist of a 1,000 sqft modular cleanroom. The modular cleanroom would be installed into an existing facility, most likely a Vehicle Processing Facility or the Multi-Use Facility.
- **Mission Control Center (All Phases)** – All development for the Mission Control Center is completed place in this phase and includes 1,000 sqft to 2,500 sqft of dedicated space within an existing facility such as a Multi-Use Facility or Vehicle Processing Facility. The Mission Control Center should be able to accommodate 5 to 10 individuals for administration, engineering, and operations support.

### RDP Long-Term Improvements (2032-2041)

The following projects are recommended to be implemented in the long-term (11- to 20-year timeframe, 2032-2041):

- **Runway 17/35 Extension and Taxiway D Improvements (Phase III)** – Phase III is the final phase of the Runway 17/35 extension and Taxiway D improvements and includes construction of a 2,000-foot runway extension and respective taxiway improvements. This project satisfies the recommended 10,000-foot total runway length. At this distance (without strengthening or widening) the runway can support approximately 50% to 55% of future aerospace users and provide an additional margin of safety.
- **Payload Processing Facility (Phase II)** – Phase II is the final phase of the Payload Processing Facility and includes design and construction of a 5,000 sqft cleanroom that is fully integrated into the Multi-Use Facility or a similar existing facility. The facility would include amenities such as small cranes and hoist to support the scale of operations needed by operators working with large payloads.

### Summary of Project Phasing

A summary of project phasing and duration can be found in [Table 6-1](#). The table provides a high-level outlook of each project described in the previous section and includes a timeline for completion.

Near-Term projects were identified because of their ability to provide return on investment, meet the goals of providing a hub for aerospace startup companies, and fulfilling demand for aerospace testing activities for companies interested in operating at CASP. The combination of these three functions at CASP will likely spur additional growth and investment in the facility. The construction of the Rocket Engine Test Site 2 in 2023 is intended to provide additional testing capabilities in support of recent user requests for mobile, hover, and tethered testing activities. The completion of construction of the initial 120 acres for the Aerospace Development Area in 2025 is intended to attract users to invest at CASP and spur growth into the mid-term. In conjunction with these common use improvements in the Aerospace Development Area, the construction of the first Multi-Use Facility in 2025 is intended to lower the barrier to entry for new and existing aerospace companies to establish a presence at CASP.

Mid-term projects include construction of an additional Multi-Use Facility, addition of an apron at the Aerospace Development Area, expansion of the Aerospace Development Area to 180-acres, construction of a Mission Preparation Area, construction of a 320-acre rocket engine test area, and the addition of payload and mission preparation infrastructure. Expansion of the Aerospace Development Area and Multi-Use Facility would likely be triggered by continued growth and investment in the Spaceport and such demand should be monitored by CASP.

Colorado Air and Space Port  
**Spaceport Master Plan**

**Table 6-1. Program Schedule**

#	Task	Phase I: Near Term				
		2022	2023	2024	2025	2026
<b>1</b>	<b>Aerospace Development Area (ADA)</b>					
1.1	ADA Planning (180-Acres)	█				
1.2	ADA Design (120-Acre)		█			
1.3	ADA Construction (120-Acres)			█		
1.4	ADA Apron Planning	█				
1.5	ADA Apron Design				█	
1.6	ADA Apron Construction					
1.7	ADA Design (60-Acres)					
1.8	ADA Construction (60-Acres)					
<b>2</b>	<b>Multi-Use Facility (MUF)</b>					
2.1	MUF Planning (30,000 sqft)		█			
2.2	MUF Design and Construction (Phase I – 15,000 sqft)				█	
2.3	MUF Design and Construction (Phase II – 15,000 sqft)					█
<b>3</b>	<b>Mission Preparation Area (MPA) #1</b>					
3.1	MPA Planning					
3.2	MPA Design and Construction					
<b>4</b>	<b>Runway 17/35 Extension and Taxiway D Improvements</b>					
4.1	RWY/TWY Planning				█	
4.2	RWY/TWY Design					
4.3	RWY/TWY Construction					
<b>5</b>	<b>Test Area (Test Sites 3 &amp; 4)</b>					
5.1	Test Area Land Acquisition (320-Acres)				█	
5.2	Test Area Planning					
5.3	Test Area Design					
5.4	Test Area Construction					
<b>6</b>	<b>Vehicle Processing and Integration Facility (VPIF)</b>					
6.1	VPIF Design and Construction (20,000 sqft)					
<b>7</b>	<b>Rocket Engine Test Site 2</b>					
7.1	Test Site 2 Planning and Design	█				
7.2	Test Site 2 Construction		█			
<b>8</b>	<b>Payload Processing Facility (PPF)</b>					
8.1	PPF Planning, Design, and Construction (Phase I - Modular)					
8.2	PPF Planning, Design, and Construction (Phase II - Integrated)					
<b>9</b>	<b>Mission Control Center (MCC)</b>					
9.1	MCC Design and Construction					
<b>10</b>	<b>Follow-on Planning Activities</b>					
10.1	General Spaceport Planning and Consulting Support	█	█	█	█	█



## **Project Descriptions**

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### **1. Aerospace Development Area (ADA)**

**1.1 ADA Planning (180-Acres)** – This project includes planning and environmental compliance for a 180-acre Aerospace Development site that includes, clearing, grubbing, mass grading, utility distribution for power, communications, natural gas, potable water, well system, sanitary sewer, paving for shared internal access roads, site security fencing, and preliminary planning for the ADA Apron. A sanitary sewer force main extension would be required and involves routing the force main and associated lift stations north then west towards the existing hangar area to connect to the existing system. It is assumed the existing CASP power distribution system has capacity for the proposed Aerospace Development Area infrastructure and would require extension of existing power/communications distribution from the north.

**1.2 ADA Design (120-Acres)** – This project includes the design of the initial 120-acre site with elements identified in 1.1.

**1.3 ADA Construction (120-Acres)** – This project includes construction of the initial 120-acre site with elements identified in 1.1.

**1.4 ADA Planning (Apron)** – This project includes planning and environmental compliance for an aerospace apron within the Aerospace Development Area that includes an approximately 400-foot wide by 1,760-foot long apron comprised of 80% asphalt and 20% concrete, taxiway connectors, concrete pads for propellant storage, clearing, grubbing, and mass grading of the site.

**1.5 ADA Design (Apron)** – This project includes design of the apron with elements identified in 1.4.

**1.6 ADA Construction (Apron)** – This project includes design of the apron with elements identified in 1.4.

**1.7 ADA Design (60-Acres)** – This project includes design of the 60-acre site extension with elements identified in 1.1. It is assumed that utility connections completed in 1.3 are sufficiently sized to support the 60-acre development.

**1.8 ADA Construction (60-Acres)** – This project includes construction of the 60-acre site extension with elements identified in 1.1.

### **2. Multi-Use Facility (MUF)**

**2.1 MUF Planning (30,000 sqft)** – This project includes planning and environmental compliance for a 30,000 sqft Multi-Use Facility within the ADA intended to be used as a flexible space for ultimate build out by aerospace users, including startup companies. The MUF uses include office space, research and development and future mission control functions.

**2.2 MUF Design and Construction (Phase I – 15,000 sqft)** – This project includes design and construction of the first 15,000 sqft MUF.

**2.3 MUF Design and Construction (Phase II – 15,000 sqft)** – This project includes design and construction of an additional 15,000 sqft MUF adjacent to the phase I development.

### **3. Mission Preparation Area (MPA) #1**

**3.1 MPA Planning** – This project includes planning and environmental compliance for a Mission Preparation Area that would include a 300-foot wide by 300-foot long by 1-foot thick reinforced concrete pad for oxidizer loading, a 1,340 foot of taxiway connector, and an internal access roads to the area.

**3.2 MPA Design and Construction** – This project includes the design and construction of the reinforced concrete pad, taxiway connector, and additional internal access roadways for connectivity.

### **4. Runway 17/35 Extension and Taxiway D Improvements**

**4.1 RWY/TWY Planning** – This project includes the planning and environmental compliance for a 2,000-foot extension to Runway 17/35 and Taxiway D to 10,000 feet that includes clearing, grubbing, mass grading, paving markings, and runway lighting extension.

**4.2 RWY/TWY Design** – This project includes design of the runway and taxiway extensions.

**4.3 RWY/TWY Construction** – This project includes construction of the runway and taxiway extensions.



## 5. Test Area (Test Sites 3 & 4)

**5.1 Test Area Land Acquisition (320-Acres)** – This project includes the land acquisition of 320-acres and associated parcels north of the existing CASP property line.

**5.2 Test Area Planning** – This project includes planning and environmental compliance for the common use infrastructure within the 320-acres to be used for Test Site 3 and Test Site 4.

**5.3 Test Area Design** – This project includes design of the test area common use infrastructure with elements that include clearing, grubbing, mass grading, utility distribution for power, communications, potable water, paving for shared internal access roads, and site security fencing.

**5.4 Test Area Construction** – This project includes construction of the test area common use infrastructure with elements identified in 5.3.

## 6. Vehicle Processing and Integration Facility (VPIF)

**6.1 VPIF Planning, Design, and Construction (20,000 sqft)** – This project includes planning, design, and construction of a 20,000 sqft hangar to be used as a vehicle processing and integration facility that includes clearing, grubbing, mass grading, utility distribution for power, communications, natural gas, potable water, sanitary sewer, paving, fire suppression systems, and compressed air distribution. Integrated office space is attached to the hangar.

## 7. Rocket Engine Test Site 2

**7.1 Test Site 2 Planning and Design** – This project includes planning, environmental compliance, and design of a rocket engine test site that includes a 50-foot by 50-foot by 1-foot thick concrete pad, a 350-foot long by 25-foot wide access road, clearing, grubbing, and mass grading of the site.

**7.2 Test Site 2 Construction** – This project includes construction of a rocket engine test pad and access road with elements identified in 7.1.

## 8. Payload Processing Facility (PPF)

**8.1 PPF Planning, Design, and Construction (Phase I – Modular)** – This project includes planning, design, and construction of a roughly 500 sqft modular payload processing facility within the MUF.

**8.2 PPF Planning, Design and Construction (Phase II – Integrated)** – This project includes planning, design, and construction of a 1,000 sqft fully integrated payload processing facility with ISO cleanroom designation within the MUF. Scope of this project involves retrofitting of a portion of a VPIF or MUF for the integration of the PPF and the installation of commodity ground support equipment on the building exterior.

## 9. Mission Control Center (MCC)

**9.1 MCC Planning, Design, and Construction** – This project includes planning design, and construction of a MCC within the MUF. Scope of this project involves retrofitting approximately 7,500 sqft of interior space within the MUF to function as a MCC for future use by multiple users for launch operations at CASP.

## 10. Follow-on Planning Activities

**10.1 General Spaceport Planning and Consulting Support** – This task represents general planning and consulting support for spaceport related activities. In addition to the larger capital projects identified within this Spaceport Master Plan, CASP should plan to budget for general consulting needs related to the Spaceport including:

- Unidentified feasibility and planning studies
- Facilitation of stakeholder engagement meetings
- Technical analyses
- Evaluation of prospective tenant / operator needs
- Spaceport license amendments and modifications
- Spaceport license renewal
- Environmental reviews

The following planning projects are recommended to be completed in the near-term:

1. Reentry Site Feasibility Study (2022)
2. Spaceport Stakeholder Engagement Meetings (2022)
3. Explosive Site Plan Update (2022)
4. Launch Site Operator License Renewal (2023)

It is recommended that Adams County budget between \$50k to \$200k per year for general spaceport consulting support.

## Environmental Documentation Requirements

An environmental review for specific projects may be necessary to assess potential environmental impacts and comply with federal, state, and local environmental regulations. This section provides an overview of environmental reviews that may be required at CASP and identifies the types of review that may be required for each project in the RDP. The identification of the projects requiring environmental review will assist with project planning and design.

### Projects Requiring Environmental Review:

Several projects included in the RDP require environmental documentation under the National Environmental Policy Act (NEPA) prior to construction. Most projects require some level of environmental review during the planning phase. The environmental review process will be important to CASP due to the nature of the development needed. Recommended projects include a large amount of land development, and in some cases potential storage of hazardous material. If development of projects within the UDP are pursued, additional environmental review may be required at that time. It is recommended to phase planning and environmental review in the near-term and mid-term to enable design and construction activities and facilitate “shovel ready” projects that may align with future funding opportunities.

There are three types of environmental documentation requirements typically associated with airport/spaceport improvement projects:

- **Environmental Assessment (EA)** – a public document prepared by an airport Sponsor providing sufficient evidence to determine whether a proposed action would result in significant impacts or a finding of no significant impact (FONSI) could be issued. The average completion timeframe for an EA is one to two years.
- **Environmental Impact Statement (EIS)** – a public document required for airport development actions that may “significantly affect the quality of the human environment.” An EIS describes the impacts on the environment affected by a proposed action, the impacts of alternatives, and plans to mitigate impacts. The average completion timeframe for an EIS is two to three years.
- **Categorical Exclusion (CATEX)** – some actions do not individually or cumulatively have a significant effect on the human environment and therefore do not require either an EA or an EIS. If an action falls within one of the categorical exclusion groups and the FAA approves a CATEX, then the action can proceed without an EA and EIS. The typical timeframe to document a CATEX and receive FAA approval is two months to one year.

The projects included in the RDP that require an environmental review are shown in **Table 6-2**. Estimated costs for anticipated environmental review are bundled into the cost estimates provided with the Capital Improvement Plan.

**Table 6-2. Environmental Documentation Requirements (RDP)**

Project:	Anticipated Documentation	Environmental Review Phase
Rocket Engine Test Site 2	CATEX	Complete 2021
Aerospace Development Area (180 Acres)	EA	Near-Term
Aerospace Development Area Apron	EA	Near-Term
Multi-use Facility (Phase 1 & 2)	CATEX	Near-Term
Runway 17/35 Extension and Taxiway D Improvements (Phase 2)	EIS	Near-Term
Vehicle Processing and Integration Facility (All Phases)	CATEX	Mid-Term
Test Area (320 Acres)	EA	Mid-Term

**Notes:** EA = Environmental Assessment | EIS = Environmental Impact Study | CATEX = Categorical Exclusion  
 Required level of environmental review and documentation is subject to FAA concurrence.

Source: Kimley-Horn

## Ultimate Development Plan

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The Ultimate Development Plan (UDP) represents an unconstrained scenario where additional funding sources becomes available for spaceport infrastructure. Project phasing for the UDP would be determined based on infrastructure needs and funding availability and is outside of the scope of this master plan.

### UDP Project Summary

A summary of the projects within the UDP are as follows:

- **Runway 8/26 Extension and Taxiway A Improvements** – This project includes planning, design, and construction for Runway 8/26, that includes a 2,000-foot runway extension, 150-foot runway widening, runway strengthening, and Taxiway A improvements. This satisfies the ultimate construction for 10,000-foot total runway length, a Runway Design Code (RDC) of C-IV-2400, and a runway strength of 90,000 pounds for single-wheel gear (SWG) and 250,000 pounds for dual-tandem-wheel gear (DTWG).
- **Additional Improvements to Runway 17/35 and Taxiway D** – This project includes planning, design, and construction of a proposed 4,000-foot runway extension, 150-foot runway widening, runway strengthening, and respective taxiway improvements. This satisfies the ultimate construction for 12,000-foot total runway length, a RDC of D-V-2400, and a runway strength of 90,000 pounds for SWG and 250,000 pounds for DTWG.
- **Mission Preparation Area #2** – This project includes planning, design, and construction of Mission Preparation Area #2 south of Runway 8/26 and includes the construction of a landside access road to the site.
- **Test Area Expansion** – This project includes land acquisition, planning, design, and construction for the expansion of the Aerospace Test Area site to a total of 640-acres and adds Test Sites 5 and 6.
- **Aerospace Terminal** – This project includes planning, design, and construction of an 80,000 sqft standalone aerospace Terminal facility.
- **Additional Vehicle Processing and Integration Facilities** – This project includes planning, design, and construction of two additional hangars (40,000 sqft and 60,000 sqft).

## Project Cost and Schedule

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The ability to fund recommended projects depends on cost phasing ability and potential funding sources. A funding plan was developed to identify potential funding sources for projects included in the RDP and is provided in **Table 6-3**. In addition to the funding plan, a Capital Improvement Plan (CIP) was developed coincident with the RDP. The Spaceport Mater Plan CIP identifies spaceport projects unique to this master plan and is separate from the Airport CIP and County CIP, although there may be some overlap in projects. It should be noted that due to the large capital investment necessary for funding the UDP and the limited return on investment, the UDP was not included in the funding plan or CIP.

### Capital Improvement Plan:

CASP's updated 20-year CIP is summarized in **Table 6-3**, including near-term (2022–2026), mid-term (2027–2031), and long-term (2032–2041) projects. Estimated capital expenditures total approximately \$150M (in escalated dollars) for all projects in the RDP.



Colorado Air and Space Port  
**Spaceport Master Plan**

**Table 6-3. CASP Capital Improvement Plan**

ID	Project Name	Estimate of Probable Cost
<b>1</b>	<b>Aerospace Development Area</b>	
1.1	ADA Planning (180-Acres)	\$260,000
1.2	ADA Design (120-Acre)	\$1,800,000
1.3	ADA Construction (120-Acres)	\$26,000,000
1.4	ADA Apron Planning	\$160,000
1.5	ADA Apron Design	\$1,200,000
1.6	ADA Apron Construction	\$32,000,000
1.7	ADA Design (60-Acres)	\$350,000
1.8	ADA Construction (60-Acres)	\$2,900,000
	<b>Aerospace Development Area Totals</b>	<b>\$64,670,000</b>
<b>2</b>	<b>Multi-Use Facility (MUF)</b>	
2.1	MUF Planning (30,000 sqft)	\$130,000
2.2	MUF Design and Construction (Phase I – 15,000 sqft)	\$6,400,000
2.3	MUF Design and Construction (Phase II – 15,000 sqft)	\$6,800,000
	<b>Multi-Use Facility Totals</b>	<b>\$13,330,000</b>
<b>3</b>	<b>Mission Preparation Area (MPA) #1</b>	
3.1	MPA Planning	\$100,000
3.2	MPA Design and Construction	\$11,000,000
	<b>Mission Preparation Area #1 Totals</b>	<b>\$11,100,000</b>
<b>4</b>	<b>Runway 17/35 Extension and Taxiway D Improvements</b>	
4.1	RWY/TWY Planning	\$240,000
4.2	RWY/TWY Design	\$1,500,000
4.3	RWY/TWY Construction	\$14,000,000
	<b>Runway 17/35 Extension Subtotals</b>	<b>\$15,740,000</b>
<b>5</b>	<b>Test Area (Test Sites 3 &amp; 4)</b>	
5.1	Test Area Land Acquisition (320-Acres)	\$5,200,000
5.2	Test Area Planning	\$210,000
5.3	Test Area Design	\$910,000
5.4	Test Area Construction	\$31,000,000
	<b>Test Area Totals</b>	<b>\$37,320,000</b>
<b>6</b>	<b>Vehicle Processing and Integration Facility (VPIF)</b>	
6.1	VPIF Planning, Design and Construction (20,000 sqft)	\$13,000,000
	<b>Vehicle Processing and Integration Facility Subtotals</b>	<b>\$13,000,000</b>
<b>7</b>	<b>Rocket Engine Test Site 2</b>	
7.1	Test Site 2 Planning and Design	\$110,000
7.2	Test Site 2 Construction	\$490,000
	<b>Rocket Engine Test Site 2 Subtotals</b>	
<b>8</b>	<b>Payload Processing Facility (PPF)</b>	
8.1	PPF Planning, Design and Construction (Phase I - Modular)	\$200,000
8.2	PPF Planning, Design and Construction (Phase II - Integrated)	\$2,200,000
	<b>Payload Processing Facility Totals</b>	<b>\$2,400,000</b>
<b>9</b>	<b>Mission Control Center (MCC)</b>	
9.1	MCC Planning, Design & Construction	\$1,700,000
	<b>Mission Control Center Totals</b>	<b>\$1,700,000</b>
<b>10</b>	<b>Follow-on Planning Activities</b>	
10.1	General Spaceport Planning and Consulting Support	\$4,750,000
	<b>Follow-on Planning Activities Subtotals</b>	<b>\$4,750,000</b>
	<b>Year Totals</b>	

Near Term 1-5 Year CIP					Mid Term 6-10 Year	Long Term 11-20 Year
FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027-2031	FY 2032-2041
\$260,000						
	\$1,800,000					
		\$26,000,000				
\$160,000			\$1,200,000			
					\$32,000,000	
					\$350,000	
					\$2,900,000	
<b>\$420,000</b>	<b>\$1,800,000</b>	<b>\$26,000,000</b>	<b>\$1,200,000</b>	<b>\$-</b>	<b>\$35,250,000</b>	<b>\$-</b>
	\$130,000		\$6,400,000			
					\$6,800,000	
	<b>\$130,000</b>		<b>\$6,400,000</b>		<b>\$6,800,000</b>	
					\$100,000	
					\$11,000,000	
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$11,100,000</b>	<b>\$-</b>
				\$240,000		
					\$1,500,000	
						\$14,000,000
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$240,000</b>	<b>\$-</b>	<b>\$1,500,000</b>	<b>\$14,000,000</b>
			\$5,200,000			
					\$210,000	
					\$910,000	
					\$31,000,000	
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$5,200,000</b>	<b>\$-</b>	<b>\$32,120,000</b>	<b>\$-</b>
					\$13,000,000	
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$13,000,000</b>	<b>\$-</b>
\$110,000						
	\$490,000					
<b>\$110,000</b>	<b>\$490,000</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>
					\$200,000	
0					\$2,200,000	
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$200,000</b>	<b>\$-</b>
					\$1,700,000	
<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$-</b>	<b>\$1,700,000</b>	<b>\$-</b>
\$150,000	\$200,000	\$200,000	\$200,000	\$200,000	\$1,000,000	\$2,800,000
<b>\$150,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$200,000</b>	<b>\$1,000,000</b>	<b>\$2,800,000</b>
<b>\$680,000</b>	<b>\$2,620,000</b>	<b>\$26,200,000</b>	<b>\$13,240,000</b>	<b>\$200,000</b>	<b>\$102,670,000</b>	<b>\$16,800,000</b>

Source: BRPH, Kimley-Horn

## Funding Plan

A funding plan is provided in **Table 6-4** and was developed using planning level information and assumptions.

The funding plan is preliminary in nature and is not intended to be used to support the sale of bonds or to obtain any other forms of financing. More detailed cost estimates and financial analyses are required to implement individual projects as project estimates are not a result of detailed engineering analysis. It is also important to note that some projects in the RDP could be postponed if changes occur, including if forecast aerospace activity is not realized, construction costs rise significantly, or projected funding is not available.

Assumed funding sources are described in detail below. The funding sources available to CASP have unique availability, eligibility, and timing constraints. While funding availability is discussed, it should not be assumed that all funds projected to be available would be allocated to projects in the RDP. Internal revenue sources at air and space ports seldom satisfy funding needs for capital improvement projects and are typically reliant on funding provided by Federal, state, local or private entities. The following sub-sections outline the existing Federal, State, and local funding mechanisms in place and whether they may or may not be compatible with CASP CIP projects for the spaceport.

Potential funding sources identified here include:

- FAA Airport Improvement Program (AIP) Grants
- FAA Office of Commercial Space Transportation STIM Grants
- FAA State Apportionments
- Other Federal Initiatives
- US Economic Development Administration (EDA) Grants
- Colorado Department of Transportation (CDOT) Grants
- State Infrastructure Bank (SIB) Loans
- Public Private Partnerships (P3)



Source: Kimley-Horn



Table 6-4. Funding Source Compatibility

	Federal			State	
	FAA AIP <sup>+</sup>	FAA AST <sup>‡</sup>	US EDA Grant	CDOT Aviation Grant Program	SIB Program
<b>1 Aerospace Development Area (ADA)</b>					
1.1 ADA Planning (180-Acres)	X	●	●	●	●
1.2 ADA Design (120-Acre)	X	●	●	●	●
1.3 ADA Construction (120-Acres)	X	●	●	●	●
1.4 ADA Apron Planning	X	●	●	●	●
1.5 ADA Apron Design	X	●	●	●	●
1.6 ADA Apron Construction	X	●	●	●	●
1.7 ADA Design (60-Acres)	X	●	●	●	●
1.8 ADA Construction (60-Acres)	X	●	●	●	●
<b>2 Multi-Use Facility (MUF)</b>					
2.1 MUF Planning (30,000 sqft)	X	●	●	X	X
2.2 MUF Design and Construction (Phase I – 15,000 sqft)	X	●	●	X	X
2.3 MUF Design and Construction (Phase II – 15,000 sqft)	X	●	●	X	X
<b>3 Mission Preparation Area (MPA) #1</b>					
3.1 MPA Planning	X	●	●	●	●
3.2 MPA Design and Construction	X	●	●	●	●
<b>4 Runway 17/35 Extension and Taxiway D Improvements</b>					
4.1 RWY/TWY Planning	X	●	●	●	●
4.2 RWY/TWY Design	X	●	●	●	●
4.3 RWY/TWY Construction	X	●	●	●	●
<b>5 Test Area (Test Sites 3 &amp; 4)</b>					
5.1 Test Area Land Acquisition (320-Acres)	X	●	X	●	●
5.2 Test Area Planning	X	●	●	●	●
5.3 Test Area Design	X	●	●	●	●
5.4 Test Area Construction	X	●	●	●	●
<b>6 Vehicle Processing and Integration Facility (VPIF)</b>					
6.1 VPIF Planning, Design and Construction (20,000 sqft)	X	●	●	●	●
<b>7 Rocket Engine Test Site 2</b>					
7.1 Test Site 2 Planning and Design	X	●	●	●	●
7.2 Test Site 2 Construction	X	●	●	●	●
<b>8 Payload Processing Facility (PPF)</b>					
8.1 PPF Planning, Design and Construction	X	●	●	X	X
<b>9 Mission Control Center (MCC)</b>					
9.1 MCC Planning, Design & Construction	X	●	●	X	X

X Project is ineligible for funding under existing program  
 ● Project is unlikely to be eligible for funding under existing program

● Project is potentially eligible for funding under existing program  
 ● Project is likely eligible for funding under existing program

+ And State Apportionment  
 ‡ Program unfunded since 2012

Source: BRPH, Kimley-Horn

### ***FAA Airport Improvement Program (AIP) Grants***

The FAA has historically been the largest contributor of funding in the form of grants to general aviation airports. FAA grants have predominantly been sourced through the Airport Improvement Program (AIP) for planning, development, or noise compatibility projects at public-use airports. To be considered as eligible for AIP funding, projects must be related to the following types of improvements:

- Airport safety
- Airport capacity
- Airport security
- Environmental concerns

The most recent congressional reauthorization of the AIP occurred under the Federal Aviation Administration (FAA) Reauthorization Act of 2018 (HR 302). This bill funded the FAA for five years (FY 2019-2023) providing \$3.35 billion towards the AIP over those five years. AIP funds are typically applied towards airfield capital improvement projects and preservation efforts. However, these funds can also be applied towards hangars, aprons, terminals, and other non-aviation type development given certain criteria are met. Regardless, documentation of an airport's demand for capital improvements must be provided and the project is required to be identified on an approved Airport Layout Plan.

AIP grants are categorized as either entitlements or discretionary. Entitlement Grants are funds provided by the FAA to NPIAS airports and distributed through a formula based on passenger enplanements, landed cargo weights, and types of operations. The amount of funding a given airport can receive through entitlement grants is based on whether it is a primary or non-primary airport. Discretionary grants are for capital projects that exceed the limitations of entitlement grants and are established annually by the FAA. Typically, certain portions of discretionary grants are reserved for special interest projects. With regard to construction of hangars, and in accordance with FAA Order 5100.38D Change 1 Airport Improvement Program Handbook, FAA AIP grant funding eligibility towards these types of projects is typically met if:

- It has been determined that the construction of the hangar will increase the revenue producing ability of the airport.
- The airport must be a nonprimary airport.
- Only nonprimary entitlements funding can be used.
- The use of the building must only be for aeronautical purposes only.

Apron projects eligible for AIP funding generally need to be able to service/park the "flying public" and not for "exclusive use". FAA Order 5100.38D states the follow eligibility criteria for apron funding under the AIP:

- The project must exclude auto parking or other non-aeronautical uses.
- The project cannot include pavement for exclusive use.
- Cargo apron are limited use, and the public is not allowed to freely use the apron.

Similarly, runway projects eligible for AIP funding must meet the below criteria:

- Where a study is required to demonstrate need, the FAA must have accepted the study and concurred with the need.
- The length, width, and strength of the pavement work must be based on critical aircraft justification.
- Runways must be planned, designed, and constructed in accordance with current FAA standards.

### ***FAA Office of Commercial Space Transportation STIM Grants***

The FAA has spaceport-specific funding avenues available through its Commercial Space Transportation Infrastructure Matching (STIM) grants program. The STIM grants program authorizes appropriation of Federal funds towards space transportation infrastructure. Projects eligible for funding under this program include technical and environmental studies; construction, improvement, design, and engineering of space transportation infrastructure; and real property to meet the needs of the United States commercial space transportation industry. Colorado Air and Space Port was the recipient of a STIM grant in 2012 to fund environmental documentation in support of the FAA LSOL Application. Since 2012, the STIM grants program has been unfunded. However, there are ongoing efforts within the aerospace industry to encourage the FAA to resume funding and expand the STIM grants program.

## FAA State Apportionment

Annual funds are given to each state by the FAA based on an area-population formula. These funds are typically distributed at the discretion of each state. In fiscal-year 2021, Colorado's state apportionment was approximately \$5.3 million.



[https://www.faa.gov/airports/aip/grantapportion\\_data/media/FY-2021-State-Apportions.pdf](https://www.faa.gov/airports/aip/grantapportion_data/media/FY-2021-State-Apportions.pdf)

## Other Federal Initiatives

As part of the FAA Reauthorization Act of 2018, the Department of Transportation was required to submit a report to Congress on how the Federal government could support increased investment in space transportation infrastructure. The Government Accountability Office (GAO) was tasked with evaluating and providing recommendations towards this effort. In response to the 2018 Act, the FAA had identified two existing funding programs that could potentially meet this goal: the STIM grants program and AIP. In a December 2020 report to Congressional committees, the GAO concluded that the FAA had not comprehensively examined existing funding mechanisms, nor evaluated other potential solutions for increasing Federal investment into space transportation infrastructure. The GAO recommended the FAA AST report to Congress:

“the results of an examination of a range of options – including funding and financing tools, as well as alternatives to making funding available – to support space transportation infrastructure.”

The implications of the GAO recommendation to the FAA are not yet known at the time of the study. However, the GAO recommendations can potentially lead to new or amended legislation that open avenues of funding targeted towards for space transportation infrastructure.

## U.S. Economic Development Administration (EDA) Grants

The EDA is the Federal government's sole agency tasked with guiding economic development across the United States. Specifically, the agency puts an emphasis on facilitating sustainable job growth and establishing durable regional economies by promoting innovation and regional collaboration. The EDA is evaluated based on two primary performance goals:

- Providing infrastructure investments that promote private enterprise and job creation in economically distressed communities and regions.
- Providing non-infrastructure investments that build community capacity to achieve and sustain regional competitiveness and economic growth.

The agency meets these goals by providing economic assistance through the following programs:

- American Rescue Plan
- Public Works
- Economic Adjustment
- Planning
- Build to Scale
- Trade Adjustment Assistance for Firms
- University Centers
- Research and National Technical Assistance
- Local Technical Assistance
- Economic Development Integration

The type of grant funding and funding eligibility is dependent on the specific funding programs available at the time, which are subject to expiration based on the amount of funds expended and creation of new programs. Among the current active programs under the EDA is the Fiscal Year 2020 Public Works and Economic Adjustment Assistance Programs. With a focus towards economically distressed communities, projects provided financial assistance under this program by resulting in job creation and the retention of jobs, increased private investment, advancing innovation, improve regional manufacturing capabilities, and creating workforce development opportunities.

### ***Colorado Department of Transportation (CDOT)***

The CDOT's Division of Aeronautics leverages Colorado Aviation Fund monies by distributing discretionary grants to individual airports on an annual basis, chiefly through its Colorado Discretionary Aviation Grant (CDAG) program. These funds are intended to leverage FAA AIP grants by providing matching funds. Generally, CDAG funds are targeted towards non-revenue generating projects with priority given to runway/taxiway projects ahead of others.

Funding eligibility under the CDAG program is in accordance with Colorado Revised Statutes (CRS), specifically CRS 43-10-103(4), CRS 43-10-108.5 and CRS 43-10-110. Pursuant to these codes, funds from the Colorado Aviation Fund "shall be used exclusively for aviation purposes". The term aviation purposes is defined as applying to projects that provide "direct and indirect benefits to the state aviation system". As it relates to the spaceport CIP projects at CASP, projects may be eligible for CDAG funding under the following sub-definitions of aviation purposes:

#### **CRS 43-10-102(3)(a)(I)**

Any work involved in constructing, planning, or repairing a public airport or portion thereof and may include any work involved in constructing or maintaining access roads;

#### **CRS 43-10-102(3)(a)(V)**

Any research study, proposal, or plan for the expansion, location, or distribution of aviation facilities or resources that are directly related to the state aviation system;

#### **CRS 43-10-102(3)(a)(VI)**

The promotion of economic development which is related to the promotion of development, operation, or maintenance of the state aviation system;

Discussions with CDOT should take place to verify the applicability of the above CRS definitions as it relates to potential eligibility of CASP's spaceport CIP projects.

### ***State Infrastructure Bank (SIB) Loan Program:***

The SIB program offers low-interest revolving loans to fund transportation projects, administered by the Colorado Transportation Commission. To-date, loans from the SIB program have been allocated to projects including airport capital improvements, air traffic control towers, snow removal equipment, pavement reconstruction and land acquisitions protecting airports from adjacent incompatible uses.

### ***Public Private Partnerships (P3)***

In some cases, commercial developers and/or other private entities may desire to build facilities and lease the space to potential tenants. This approach is common for hangars, aviation museums, office buildings, and payload processing facilities. Options for public private partnerships may need to be evaluated as a tool for increasing infrastructure capabilities in the near-term when other funding sources may not be readily available.

## **Financial Feasibility Plan**

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This section reviews the financial feasibility of implementation of projects identified in the CIP and assesses the County's ability to fund these projects. While an implementation schedule is identified, the actual execution of specific projects and the resulting financial requirements may change based on local economic conditions, actual aerospace/aviation-related activity, or other factors.

Adams County is CASP's Sponsor and is therefore responsible for management and budgeting of all generated revenues and expenditures. This includes providing local match for federal and state grants.

The following sections provide a summary of CASP's projected revenues and expenditures, as well as a comparison of anticipated cash flow and local grant matching.

### **CASP Revenues**

As with the majority of airports, CASP operating revenues are largely contingent upon hangar/building leases, land leases and fuel sales. Other operating revenue sources at CASP include tiedown/ramp fees, restaurant leases, rental car commissions and direct financial contributions made by Adams County.



An overview of the economic potential the aerospace development area creates is provided in **Table 6-5** and summarizes the projected operating revenues for the spaceport at CASP. Projected revenues were developed and organized into the time horizons defined in this study. Spaceport revenue projections are based on assumed revenue rates for each CIP project. The projected spaceport-specific operating revenues are driven by the following proposed facilities, in order of magnitude of annual revenue (largest to smallest):

- **Aerospace Development Area** – Projected to incur lease revenues.
- **Vehicle Processing and Integration Facility** – Projected to incur hangar lease revenue in line with current hangar lease rates at CASP.
- **Test Area** – Projected to incur land lease revenue based on land lease rates provided by CASP.
- **Multi-Use Facility** – Projected to incur office lease revenue in line with office lease rates provided by CASP.
- **Aerospace Development Area Apron** – Projected to incur staging and tie down fee revenues assuming weekly uses.
- **Rocket Engine Test Site** – Projected to incur land lease revenue based on land lease rates provided by CASP in conjunction with assumed annual testing cadences included in the CASP CATEX.

**Table 6-5. Aerospace Development Area Indirect Benefits**

CIP Project	Indirect Benefit	Potential Future Revenue*
1.3 ADA Construction (120-Acres)	Creation of 75 acres of development-ready land for both office/administration and apron-adjacent uses	\$4.7M – \$8.1M Annually
1.8 ADA Construction (60-Acres)	Creation of 28 acres of development-ready land for both office/administration and apron-adjacent uses	\$1.7M - \$3.0M Annually

*\*Values are based on assumed \$3k - \$12k revenue per acre for office/administration and \$36.8k revenue per acre for apron-adjacent uses (hangars). Actual revenues will vary depending on factors including density of development and market conditions.*

Source: BRPH, Kimley-Horn

The spaceport operating revenues presented in **Table 6-6** can be referred to as direct and indirect benefits that the spaceport CIP projects can realize. The indirect benefits that certain spaceport CIP projects foster for both CASP and the community at large include the following:

- Creating a hub for aerospace startup companies as it relates to research, development, and testing.
- Encouraging further economic growth by providing common use infrastructure in the form of roads, utilities and compatible air and landside land uses.

**Table 6-6. Projected Spaceport Operating Revenues**

	Near-Term <sup>A/B/C</sup>					Mid-Term <sup>A/B/C</sup>	Long-Term <sup>A/B/C</sup>
	2022	2023	2024	2025	2026	(2027-2031)	(2032 - 2041)
Total Annual Spaceport Revenues	-	-	-	\$360,000	\$720,000	\$19,800,000	\$91,900,000

Source: BRPH, Kimley-Horn



CASP is uniquely positioned in a region with a significant aerospace workforce including both aerospace start-up companies and the broader aerospace and defense industry. The spaceport CIP projects have been strategically selected to accommodate this workforce with the goal of providing an incubator/business park as well as testing, training and research and development venues for such aerospace users. The near-term projects including the Aerospace Development Area, Multi-Use Facility and Rocket Engine Test Pad offer particular value towards increasing the economic viability of the surrounding area. Aerospace companies who conduct testing, like what would occur at the Rocket Engine Test Pad, often want to establish support operations nearby. Providing space available for companies to set up business operations like the Multi-Use Facility and additional development-ready acres in the form of the Aerospace Development Area, creates fiscal opportunities as well as services various demands imposed by commercial and defense users alike.

The direct benefits associated with the CIP projects include revenue generation and job creation. Excluding capital expenditures, the array of spaceport CIP projects are projected to result in net revenues of approximately \$11M for CASP over the 20-year planning horizon. The near-term Multi-Use Facility and 120-acre Aerospace Development Area projects have the potential of creating approximately 1,500 permanent direct jobs which can in turn lead to approximately 4,300 indirect/induced jobs in the region. This does not include the hundreds of temporary construction jobs that would be created to implement these projects at CASP.

The practice of developing common use infrastructure for space port business park and testing venues to boost regional economies is being exemplified at other space ports across the country. At Houston Spaceport, 1,400-1,500 jobs are projected to be created by similar development efforts initiated by two aerospace companies across approximately 22 acres. Similarly, 2,100 high wage jobs are projected to be created in Brevard County, Florida by a proposed satellite manufacturing facility for Terran Orbital Corp. This project was incentivized by recent efforts to bring common use infrastructure including power, water and communications utilities to what was vacant land with the intent to serve as a foundation for a space hub environment targeted towards companies like Terran Orbital Corp.

The proposed spaceport CIP projects also introduce added value to adjacent development efforts. Projects like the Multi-Use Facility and Aerospace Development Area would complement existing plans to develop land adjacent to CASP such as the Rocky Mountain Railroad development. Furthermore, investment in spaceport infrastructure including proposed hangars, runway/taxiway improvements, common use utilities and roadways and aprons can also bolster the general aviation operations at CASP. The spaceport CIP projects should be evaluated for potential gains in cargo and/or corporate air traffic operations providing additional revenue generation.

The aerospace development area CIP projects in particular present an array of indirect benefits for future development that can lead to the creation of employment and revenue generating opportunities.

### CASP Expenditures

Expenses at CASP are classified as either capital costs or operating expenses. Capital costs are defined in the spaceport CIP for each recommended project. The bulk of operating expenses at CASP have historically been attributed to personnel services, airport supplies, aviation fuel, equipment maintenance and utilities, as documented in the 2019 Airport Master Plan.

A summary of projected operating expenses at CASP are identified in **Table 6-7**. The expenses shown represent projected operations and maintenance expenses for each spaceport CIP project which are calculated relative to their projected annual revenue. It is not anticipated that the spaceport CIP projects would lead to significant increases in annual personnel expenses thus the **Table 6-7** figures primarily represent costs attributable to infrastructure O&M. Expenses are assumed to begin the year following completion of project construction.

**Table 6-7. Projected Spaceport Operating Expenses**

	Near Term					Mid Term	Long Term
	2022	2023	2024	2025	2026	(2027-2031)	(2032 - 2041)
Spaceport Operating Expenses	-	-	-	(\$5,000)	(\$5,000)	(\$250,000)	(\$8,000,000)

Source: BRPH, Kimley-Horn

## Cash Flow Analysis

In order to project the financial outlook of spaceport improvements at CASP, a comparison of both the operating and capital cash flow is provided in **Table 6-8** below. The operating cash flow indicates a net annual profit from 2028 onwards once the projects are achieving full revenue-generating capacity. These annual revenues would supplement future airport revenues which are projected in the 2019 Airport Master Plan.

**Table 6-8. Spaceport Cash Flow**

	Near Term					Mid Term	Long Term
	2022	2023	2024	2025	2026	(2027-2031)	(2032 - 2041)
<b>Operating Cash Flow</b>							
Spaceport Operating Revenues	-	-	-	\$360,000	\$720,000	\$19,800,000	\$91,900,000
Spaceport Operating Expenses	-	-	-	(\$5,000)	(\$5,000)	(\$250,000)	(\$8,000,000)
<b>Net Operating Cash Flow</b>	-	-	-	<b>\$355,000</b>	<b>\$715,000</b>	<b>\$19,550,000</b>	<b>\$83,900,000</b>
<b>Capital Cash Flow</b>							
Potential Capital Funding Grants*	-	-	\$5,000,000	-	-	\$10,000,000	\$7,000,000
Spaceport Capital Expenditures	(\$680,000)	(\$2,620,000)	(\$26,200,000)	(\$13,240,000)	(\$200,000)	(\$102,670,000)	(\$16,800,000)
<b>Unidentified Funding Required for Spaceport Capital Expenditures</b>	<b>(\$680,000)</b>	<b>(\$2,620,000)</b>	<b>(\$21,200,000)</b>	<b>(\$13,240,000)</b>	<b>(\$200,000)</b>	<b>(\$92,670,000)</b>	<b>(\$9,800,000)</b>

Source: BRPH, Kimley-Horn

The capital cash flow analysis shows the annual CIP expenditures in contrast with available funding sources from federal, state, or local entities. The largest increase in capital expenditures occur in 2024, 2027, 2028, and 2029 which are attributable to the Aerospace Development Area, Vehicle Processing Facility, and Test Area projects. While there are no existing funding programs slated to offer dedicated financial support to space transportation infrastructure, this study assumes FAA grant funding will become available within the next decade. While state funding programs are not incorporated in **Table 6-8** projections, it is possible certain projects may be eligible for such funding, specifically from the Colorado Aviation Grant Program or State Infrastructure Bank.

After the completion of CIP projects, with the last project ending in mid-2023, average annual net revenues for the spaceport are estimated at \$608,000 through the end of the planning period.

## Conclusions

With regard to operating revenues and expenses, it is estimated that net operating revenues will increase throughout the planning period with the implementation of spaceport CIP projects. Primary increases in net revenues are shown to occur between the years 2027 – 2029 and in 2032 with the realization of revenues from the Vehicle Processing and Integration Facility, Multi-Use Facility and Test Area projects.

However, these positive cash flows will not balance the capital expenditures required to fully fund the spaceport development plan within the planning horizon. As is typical with airports, capital funding will be reliant on external sponsors in the form of Federal, state, local or private investment. General aviation airports have the advantage of benefitting from FAA AIP grant funding where they can anticipate receiving financial relief for up to 90 percent of eligible costs for their CIP projects. Additional state cost sharing is often provided, contingent and in concert with the FAA funds. Such Federal financial mechanisms are not currently available for space transportation infrastructure projects under existing legislation and FAA regulations. Further dialogue with CDOT should take place as to the eligibility of grant funding towards spaceport CIP projects, particularly for the Aerospace Development Area and Runway 17/35 Extension and Taxiway D Improvements projects. It is likely like CIP capital expenditures will require significant private investment, especially for projects slated to occur in the near to mid-term. Private investment and/or cost sharing for spaceport development at CASP may be feasible given recent interest and agreements with various aerospace companies including Reaction Engines, PD Aerospace, Dawn Aerospace and NFA.

Investments into airport infrastructure for spaceport use provides an added benefit to traditional aviation users. Alternatively, potential improvements to aviation infrastructure for aeronautical use can benefit spaceport users. For example, if CASP were to received FAA funding for infrastructure improvements in support of cargo service then the spaceport users could benefit from additional capabilities. Despite the need for capital expenditures to construct the proposed spaceport facilities, the additional indirect benefits the spaceport CIP projects provide for CASP and the Colorado community at large should not be overlooked. CASP is uniquely positioned in a region with a significant aerospace workforce including both aerospace start-up companies and the Federal aerospace and defense industry. The spaceport CIP projects have been strategically selected to accommodate this workforce with the goal of providing an incubator/business park as well as testing, training and research and development venues for such aerospace users. Advancement of spaceport development will likely attract users which will in turn incur more investment in spaceport development projects.



Source: Kimley-Horn

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# Appendices

## APPENDIX A: ACRONYMS

<b>A-1</b>	Agricultural District 1	<b>FSA</b>	Fuel Storage Area
<b>A-2</b>	Agricultural District 2	<b>FTG</b>	Front Range Airport
<b>A-3</b>	Agricultural District 3	<b>GA</b>	General Aviation
<b>AAC</b>	Aircraft Approach Category	<b>GDP</b>	Gross Domestic Product
<b>AC</b>	Advisory Circular	<b>GIS</b>	Geographic Information System
<b>AD</b>	Airport District	<b>GSE</b>	Ground Support Equipment
<b>ADA</b>	Aerospace Development Area	<b>HD</b>	Hazard Division
<b>ADG</b>	Airplane Design Group	<b>HMA</b>	Hot Mix Asphalt
<b>AIZ</b>	Airport Influence Zone	<b>HNWI</b>	High-Net-Worth Individuals
<b>ALP</b>	Airport Layout Plan	<b>HTHL</b>	Horizontal Takeoff Horizontal Landing
<b>AM</b>	Additive Manufacturing	<b>I-2</b>	Industrial District 2
<b>ARFF</b>	Aircraft Rescue and Firefighting	<b>ILD</b>	Intraline Distance
<b>ARTCC</b>	Air Route Traffic Control Center	<b>ISS</b>	International Space Station
<b>AST</b>	Office of Commercial Space Transportation	<b>KSC</b>	Kennedy Space Center
<b>ATC</b>	Air Traffic Control	<b>lbf</b>	Pound Force
<b>ATCT</b>	Air Traffic Control Tower	<b>LOA</b>	Letter of Agreement
<b>AV</b>	Aviation District	<b>LOX</b>	Liquid Oxidizer
<b>BEA</b>	Bureau of Economic Analysis	<b>LSOL</b>	Launch Site Operator License
<b>Bryce</b>	Bryce Space and Technology	<b>MCC</b>	Mission Control Center
<b>CAD</b>	Computer Aided Design	<b>MGW</b>	Main Gear Width
<b>CASP</b>	Colorado Air and Space Port	<b>MOA</b>	Military Operating Area
<b>CATEX</b>	Categorical Exclusion	<b>MPA</b>	Mission Preparation Area
<b>CDLA</b>	Colorado Department of Local Affairs	<b>MPPF</b>	Multi-Payload Processing Facility
<b>CDOT</b>	Colorado Department of Transportation	<b>MSA</b>	Metropolitan Statistical Area
<b>CFO</b>	Colorado Air and Space Port	<b>MUF</b>	Multi-Use Facility
<b>CFR</b>	Code of Federal Regulations	<b>NAAQS</b>	National Ambient Air Quality Standards
<b>CIP</b>	Capital Improvement Plan	<b>NASA</b>	National Aeronautics and Space Administration
<b>CO</b>	Carbon Monoxide	<b>NASTAR</b>	National Aerospace Training and Research
<b>DEN</b>	Denver International Airport	<b>NEW</b>	Net Explosive Weight
<b>DTWG</b>	Dual Tandem Wheel Gear	<b>NFA</b>	New Frontier Aerospace
<b>DW</b>	Dual Wheel	<b>NO2</b>	Nitrogen Dioxide
<b>EA</b>	Environmental Assessment	<b>NOTAM</b>	Notice to Airman
<b>EDA</b>	U.S. Economic Development Administration	<b>NPIAS</b>	National Plan of Integrated Airport Systems
<b>EIS</b>	Environmental Impact Study	<b>ORBITEC</b>	Orbital Technologies Corporation
<b>EPA</b>	Environmental Protection Agency	<b>OSA</b>	Oxidizer Loading Area
<b>FAA</b>	Federal Aviation Administration	<b>OTV</b>	Orbital Test Vehicle
<b>FBO</b>	Fixed Base Operator	<b>P3</b>	Public Private Partnership
<b>FONSI</b>	Finding of No Significant Impact	<b>PAD</b>	Public Area Distance

<b>Pb</b>	Lead
<b>PCC</b>	Portland Cement Concrete
<b>PEA</b>	Programmatic EA
<b>PM10</b>	Particulate Matter of 10 micrometers or smaller
<b>PM2.5</b>	Particulate Matter of 2.5 micrometers or smaller
<b>PPF</b>	Payload Processing Facility
<b>PTRD</b>	Public Traffic Route Distance
<b>PUD</b>	Planned Unit Development
<b>QD</b>	Quantity Distance
<b>R&amp;D</b>	Research and Development
<b>RASP</b>	Regional Airport System Plan
<b>RDC</b>	Runway Design Code
<b>RDP</b>	Recommended Development Plan
<b>RLV</b>	Reusable Launch Vehicle
<b>RP-1</b>	Rocket Propellant 1
<b>SABRE</b>	Synthetic Air Breathing Rocket Engine
<b>SIB</b>	State Infrastructure Bank
<b>SID</b>	Standard Instrument Departures
<b>SNC</b>	Sierra Nevada Corporation
<b>SO2</b>	Sulfur Dioxide
<b>SSTC</b>	Supersonic Transportation Corridor
<b>STAR</b>	Standard Terminal Arrival Route
<b>STIM</b>	Space Transportation Infrastructure Meeting
<b>SW</b>	Single Wheel
<b>SWG</b>	Single Wheel Gear
<b>TDG</b>	Taxiway Design Group
<b>TF2</b>	Reaction Engines Test Facility 2
<b>UAM</b>	Urban Air Mobility
<b>UAS</b>	Unmanned Aerial System
<b>UDP</b>	Ultimate Development Plan
<b>USEPA</b>	United States Environmental Protection Agency
<b>USFWS</b>	United States Fish and Wildlife Services
<b>VPIF</b>	Vehicle Processing and Integration Facility
<b>VTVL</b>	Vertical Takeoff Vertical Landing



## APPENDIX B: REFERENCE

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# APPENDIX C: FORECAST AND MARKET ANALYSIS

# Forecast and Market Analysis of Horizontal Space Launch and Reentry at Colorado Air and Space Port (CASP)

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## **1 Introduction**

In 2018, Adams County was granted a license by the Federal Aviation Administration (FAA) Office of Commercial Space Transportation (AST) to operate the Colorado Air and Space Port (CASP) as a site servicing dual propulsion Concept X vehicles (vehicles that fly horizontally under jet power until reaching a designated area to engage a rocket engine designed to enable access to suborbital space, whereupon they return on jet power). While CASP is not currently authorized to support commercially licensed launches of orbital vehicles or vertically launched orbital and suborbital vehicles, it may support low-altitude testing of some systems under an experimental permit.

Adams County contracted with Kimley-Horn to develop a Spaceport Master Plan for CASP. To support this effort, Kimley-Horn subcontracted with Bryce Space and Technology to:

- Develop a 20-year forecast of suborbital horizontal launch and reentry activity;
- Identify and characterize factors that will influence relevant markets;
- Review roles and capabilities of peer U.S. spaceports;
- Describe CASP’s critical suborbital vehicle(s);
- Project potential orbital spacecraft reentry candidates; and
- Characterize manufacturing, infrastructure, and transportation modes supporting suborbital vehicles

In addition, this report describes the means, methods, assumptions, and results of the forecasting effort.

### **1.1 What is a Suborbital Reusable Launch Vehicle (RLV)?**

Suborbital RLVs are reusable space vehicles that carry humans, cargo, and/or experiments. The companies developing these vehicles typically target high flight rates and relatively low costs. A suborbital RLV launches or lands either horizontally (as an airplane) or vertically (as a rocket). The suborbital RLV typically follows a four-part ballistic trajectory. The first part consists of the launch phase, the second part the apogee or peak of the trajectory where a period of weightlessness will be experienced, a third part called reentry, and a fourth part, landing (which can be via parachute). For horizontal takeoff-horizontal landing (HTHL) suborbital RLVs, the FAA provides the following classifications:

- Concept X: Vehicles that take off from and land on a runway under jet power, but also carry a rocket engine which is used to propel the vehicle into suborbital space.
- Concept Y: Vehicles that use a rocket engine for take off from a runway and glide to a landing following completion of the mission.
- Concept Z: Vehicles composed of two stages; one is a jet-powered carrier aircraft that releases a rocket-powered spacecraft capable of suborbital flight, which then glides to a landing on a runway.<sup>1</sup>

There is one suborbital RLV currently in service, a vertical launch system: UP Aerospace’s single-stage SpaceLoft XL vehicle has been in service since 2006. It is essentially a reusable sounding rocket capable of carrying 79 pounds (36 kilograms) to an altitude just above 62 miles (100 kilometers). Launched from Spaceport America, it has been flown 13 times with a reliability of 85%. After it has reached apogee, the vehicle returns to Earth via parachute.

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<sup>1</sup> [https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/media/20060505%20Oklahoma%20EA%20FONSI%20FR.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/media/20060505%20Oklahoma%20EA%20FONSI%20FR.pdf).

There are two large suborbital RLVs undergoing flight tests. Both are licensed by the FAA to provide commercial flights.<sup>2</sup>

Virgin Galactic’s system, composed of the WhiteKnightTwo carrier aircraft and SpaceShipTwo spacecraft, makes use of a runway. Once operational in 2021, this RLV will operate from Spaceport America in New Mexico. The other system, Blue Origin’s New Shepard, is launched and landed vertically. New Shepard is operated from an inland site owned by Blue Origin in sparsely populated western Texas.

Other suborbital RLVs are in varying stages of development around the world. Some are technology demonstrators that may lead to government-owned and -operated systems, while others are in a planning phase as companies seek financing to advance system development. A list of suborbital RLVs, broadly described to include stratospheric balloons in operation, under development, or in planning stages, is included in Table 1.

System	Provider	Country/Region	Type	Remarks	First Flight
Intermediate eXperimental Vehicle (IEV)	ESA	Europe	VTOL	Uncrewed reusable demonstrator has flown. Development of full-scale vehicle under way.	2015 2025 for commercial service
GOLauncher 1	Generation Orbit	USA	HTHL	Crewed reusable aircraft, uncrewed rocket	TBD
HyperDrone	New Frontier Aerospace	USA	VTOL	Details limited; jet powered vertical take off and rocket powered cruise phase	TBD
New Shepard	Blue Origin	USA	VTOL	Reusable, carries 6 people	2015
RLV-TD	ISRO	India	VTO/HL	Uncrewed testbed	2016
SpacePlane	Airbus	France	HTHL	Reusable, carries 4 people. No published investment and status unclear.	TBD
SpaceLiner	DLR	Germany	VTO/HL	Passenger or cargo P2P vehicle in planning stages. No funding.	2040s
SpaceLoft XL	UP Aerospace	USA	VTOL	Reusable sounding rocket, lands with parachute, uncrewed	2006
Spaceship Neptune	Space Perspective	USA	VTOL	Stratospheric balloon, carries 9 people	2021
SpaceShipTwo	Virgin Galactic	USA	HTHL	Crewed, carries 6 spaceflight participants	2018
Stratolaunch	Stratolaunch Systems	USA	HTHL	Reusable airplane can carry an orbital or suborbital stage.	2019
Unnamed Vehicle	PD Aerospace	Japan	HTHL	Planned crewed vehicle with capacity to carry 6 spaceflight participants	2020-2021

**Table 1. Suborbital RLVs in operation, under development, or planned.** HTHL – horizontal takeoff/horizontal landing, VTOL – vertical take off and landing, HL – horizontal landing.

<sup>2</sup> [https://www.faa.gov/data\\_research/commercial\\_space\\_data/licenses/](https://www.faa.gov/data_research/commercial_space_data/licenses/).

## 2 Review of Existing Forecasts

Bryce conducted a thorough review of relevant published forecasts and selected those considered useful for this study. This review yielded the following findings:

- One forecast provides a realistic projection with significant methodological detail supported by evidence. It was published in 2012 by The Tauri Group and jointly funded by the FAA and Space Florida (updated in 2019).
- At least five forecasts or market assessments provide some evidence or insight into their forecasting approach with defensible growth rates. These were conducted within the past several years.
- Several other potentially useful sources were identified that generally lack any methodological detail or evidence (e.g., corporate commitment or expenditure). These were published over a decade ago, and/or show unprecedented or unrealistic growth rates.

### 2.1 Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand (with 2019 update)

This study forecasts 10-year demand for suborbital RLVs. The goal of this study was to provide information for government and industry decision makers on the emerging suborbital RLV market by analyzing dynamics, trends, and areas of uncertainty in eight distinct markets these vehicles could address. This study was produced by The Tauri Group and was jointly funded by the FAA and Space Florida.

#### 2.1.1 Projections

Total projected demand for suborbital RLVs, across all eight markets, grows from around 370 seat/cargo equivalents in Year 1 to over 500 seat/cargo equivalents in the 10<sup>th</sup> year of the baseline case. (Year 1 represents the first year of regular suborbital RLV operations.) Demand under the growth scenario, which reflects increases due to factors such as marketing, research successes, and flight operations, grows from about 1,100 to more than 1,500 seat/cargo equivalents over 10 years. The constrained scenario, which reflects significantly reduced consumer spending and government budgets, shows demand from about 200 to 250 seat/cargo equivalents per year. See Table 2.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
<b>Baseline Scenario</b>	373	390	405	421	438	451	489	501	517	533
<b>Growth Scenario</b>	1,096	1,127	1,169	1,223	1,260	1,299	1,394	1,445	1,529	1,592
<b>Constrained Scenario</b>	213	226	232	229	239	243	241	247	252	255

**Table 2. Number of seat/cargo equivalents beginning in Year 1 of commercial operations.**  
 Source: Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand (with 2019 update).

The Tauri Group found that demand for suborbital RLVs is dominated by the commercial human spaceflight market. The company’s analysis indicated that about 8,000 high-net-worth individuals from across the globe are sufficiently interested and have spending patterns likely to result in the purchase of a suborbital flight—one-third from the United States (based on global wealth distribution). The interested population will grow at the same rate as the high net worth population (about 2% annually). The Tauri Group estimated that about 40% of the interested, high-net-worth population, or 3,600 individuals, will fly within the 10-year forecast period.

The forecast shows a total of \$600M in demand for suborbital RLV flights over 10 years in the baseline case. The growth scenario totals \$1.6B, and the constrained scenario totals \$300M.

### 2.1.2 Methodology

The Tauri Group combined primary research (more than 120 interviews, a survey of high-net-worth individuals, and a poll of suborbital researchers) and open source materials (such as market studies and data on analog markets, government budgets, and performance information on competing platforms) to build a full and objective picture of suborbital RLV market dynamics. The forecast results are in seat/cargo equivalents based on average capacity of suborbital RLVs.

Demand in each market was forecast for three scenarios:

- **Baseline scenario:** Suborbital RLVs operate in a predictable political and economic environment that is relatively similar to that of today. In this scenario, existing trends generate demand for these vehicles.
- **Growth scenario:** This forecast reflects new dynamics emerging from marketing, branding, and research successes. Commercial Human Spaceflight has a transformative effect on consumer behavior, and more customers purchase suborbital RLV flights. Research results are highly productive and attract significant new government, international, and commercial interest for future experiments.
- **Constrained scenario:** Suborbital RLVs operate in an environment of dramatic reduction in spending compared to today, due, for example, to worsened global economy

### 2.1.3 Report Highlight

“Total projected demand for SRVs, across all eight markets, grows from around 370 seat/cargo equivalents in Year 1 to over 500 seat/cargo equivalents in the tenth year of the baseline case.”<sup>3</sup>

### 2.1.4 Factors Affecting Forecast Confidence

*Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand* provides a detailed forecast across 10 years supported by a methodology described in

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<sup>3</sup> Year 1 represents the first year of regular suborbital RLV operations.



sufficient detail. Bryce used this 8-year-old forecast as a baseline to develop an updated forecast described later in this report. Taken together, these factors inform a high level of confidence in the forecast.

## 2.2 Space Tourism Market Study: Orbital Space Travel & Destinations with Suborbital Space Travel (and 2006 update)

Published in October 2002 by the analytics firm Futron Corporation, this forecast was the first of its kind containing sufficient detail about the emerging market of space tourism. It was inspired by the plethora of orbital and suborbital launch vehicles being developed at the time to tap, among other things, the anticipated extreme growth in the demand for launches of low Earth orbit (LEO) communication satellite constellations.

The report is divided into two parts. The first part describes the nature of demand. Analysis of demand was supported by the use of a survey, developed in partnership with Zogby, designed to obtain statistical information on the demographics of potential customers and their willingness to purchase tickets. The second part provided forecasts, supported by descriptions of the methodologies employed, of orbital and suborbital tourism.

### 2.2.1 Projections

Table 3 shows projections provided in the study.

	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
<b>Baseline Suborbital Forecast (Passengers)</b>	503	642	820	1,045	1,330	1,692	2,150	2,726	3,448	4,350	5,468	6,842	8,517	10,532	12,923	15,712
<b>Baseline Orbital Forecast (Passengers)</b>	3	4	4	4	10	14	16	20	24	28	34	42	46	48	54	60
<b>Dedicated Orbital Flights</b>	-	-	-	-	1	3	4	6	8	10	13	17	19	20	23	26
<b>Soyuz ISS Flights</b>	3	4	4	4	4	4	4	4	4	4	4	4	4	4	4	4

**Table 3. Number of passengers, dedicated orbital flights, and Soyuz flights to ISS.** Source: Space Tourism Market Study: Orbital Space Travel & Destinations with Suborbital Space Travel (and 2006 update).

### 2.2.2 Methodology

The survey conducted in partnership with Zogby focused on wealthy individuals and asked a series of questions to determine their interest in suborbital tourism. This information was then applied to demographic statistics to calculate a total number of interested individuals. To determine how many fly in a given year, Futron modeled market diffusion by applying a Fisher-Pry curve with a 40-year maturity

period to the potential demand. This study was updated in 2006 in three ways: 1) moving the date of the first flight from 2006 to 2008; 2) increasing the initial ticket price from \$100,000 to \$250,000; 3) updating population demographics with best available information

### **2.2.3 Report Highlight**

“Demand for sub-orbital tourism will be strong for the period after the service is introduced, but will depend largely on emerging, unpredictable factors.”

### **2.2.4 Factors Affecting Forecast Confidence**

*Space Tourism Market Study: Orbital Space Travel & Destinations with Suborbital Space Travel* provides a good forecast with a methodology that is described in sufficient detail. While this study was updated in 2006, it is still outdated and does not reflect developments since its publication. In total, these factors instill moderate confidence in this forecast.

## **2.3 Commercial Viability Evaluation of the Suborbital Space Tourism Industry (2019)**

Published in the journal *New Space* in 2019, this study attempts to capture the uncertainty in many aspects of human suborbital flight to analyze the viability of the market. The study’s goal was to determine a set of possible economic outcomes based on the performance of different types of vehicles, a model of costs associated with those vehicles, and the uncertain demand for suborbital flights. Additionally, this study includes a sensitivity analysis of the impact of these factors on the economic result. The study was authored by a trio of researchers at the Massachusetts Institute of Technology (MIT).

### **2.3.1 Projections**

This paper does not provide a forecast or make projections. It instead assesses market dynamics using a model that incorporates previous Futron and Tauri forecasts. It does indicate that aggressive fleet expansion of large vehicles and less aggressive expansion with medium vehicles were dominant strategies.

### **2.3.2 Methodology**

The authors combined multiple inter-linked models of technical capability, vehicle cost, and market demand to create inputs for a Monte-Carlo simulation. They did this for a range of fleet expansion strategies to generate a distribution of possible economic results.

The elements of the fleet expansion strategies included the number of vehicles developed and the number of seats per vehicle. The number of seats represented an input for a model of the mass of the vehicles, which informed a cost model. The cost model included development cost and marginal cost per flight. The total cost was an input in the Monte-Carlo simulation while the marginal cost informed the pricing in

the market model. The market model included pricing and demand, with demand as an input into the Monte-Carlo simulation. The Monte-Carlo simulation was evaluated based on the net present value of the probable results.

### **2.3.3 Report Highlight**

“Aggressive fleet expansion with a large vehicle (16 participants) and neutral (less aggressive) fleet expansion with a medium vehicle (4 participants) are the two dominant strategies a company can take given our model and uncertainty assumptions.”

### **2.3.4 Factors Affecting Forecast Confidence**

This paper is not intended to be a forecast. It does provide estimates of the sensitivity of the suborbital human spaceflight market, but only for a limited number of individual factors. These factors instill moderate confidence in this study.

## **2.4 Great Expectations: An Assessment of the Potential for Suborbital Transportation (2008)**

Authored by a group of graduate students at the International Space University in 2008, this report makes a series of recommendations to enable point-to-point suborbital travel for both people and cargo.

### **2.4.1 Projections**

This report calculated that there could be anywhere from 17 to 150 daily passengers on suborbital point-to-point flights depending on the specific route. The report also determined that under the same conditions, cargo flights would not be beneficial unless the price were to significantly drop or there were substantial gains to be made by reducing the travel time.

### **2.4.2 Methodology**

The potential traffic volume for suborbital point-to-point transportation was estimated by first examining the most traveled long-haul international flights to determine possible routes. The number of people who fly these routes annually was calculated based on data from the International Air Transport Association and population growth estimates. To arrive at the addressable market for point-to-point suborbital flights, as well as its elasticity, price and quantity data for the New York–Paris route for premium and economy tickets as well as the Concorde were analyzed was used to estimate elasticity. This elasticity was then applied to the estimated traffic population to arrive at a final estimate for each suborbital point-to-point route.

### **2.4.3 Report Highlight**

“Initial analysis shows that at USD 50,000 per ticket, a future market of about 50 passengers per day could exist in the major routes between New York, London, and Tokyo.”

#### **2.4.4 Factors Affecting Forecast Confidence**

This estimate is part of a much larger analysis of a specific type of suborbital flight and relies heavily on comparisons to conventional air travel. This study also predicated its numbers on the first flight occurring in 2020, which will not occur. These factors instill low confidence in this analysis.

### **2.5 Other Potentially Useful Forecasts and Market Assessments**

Commercial U.S. spaceports require a launch site operator's license issued by AST. Because the AST decision to license a commercial spaceport is considered a major federal action under the National Environmental Policy Act (NEPA) of 1969, AST is responsible for analyzing the environmental impacts associated with licensing proposed commercial launch sites. This activity is embodied in an environmental review during the license application process, and requires the applicant to describe the type of activity expected to occur at the spaceport during the period covered by the 5-year license, should it be issued. These launch and reentry forecasts were reviewed and, while most are obsolete, still proved very useful in identifying the type of activity anticipated by various suborbital RLVs. The following spaceport and launch site EAs were reviewed:

- Blue Origin's Van Horn launch site
- Cape Canaveral Spaceport (Launch and Landing Facility)
- Cecil Spaceport
- Colorado Air and Space Port
- Houston Spaceport
- Midland International Air and Space Port
- Mojave Air and Space Port
- Oklahoma Air and Space Port
- Spaceport America

*Market Demand Methodology for U.S. Suborbital Reusable Launch Vehicle Industry* (2014) described the technological capability needed to sustain a commercial sub-orbital reusable launch vehicle market. It was authored by six researchers both from The Aerospace Corporation and NASA's Armstrong Flight Research Center and presented at AIAA Space 2014. This study utilized economic physics to evaluate developing suborbital vehicles by comparing them to other modes of transportation across eight parameters.<sup>4</sup> This study's methodology considers the market from the vehicle development direction and develops a system for estimating the cost of supplying suborbital flights. It finds that the cost estimates track closely to published prices for both suborbital tourism and science and technology missions.

*Feasibility Study and Future Projections of Suborbital Space Tourism at [sic] the Example of Virgin Galactic* (2008) is a senior thesis by Matthias Otto at the Cologne

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<sup>4</sup> Economic physics, or econophysics, is an interdisciplinary research field applying theories and methods originally developed by physicists in order to solve problems in economics.

Business School Köln. It is an overview analysis of the sub-orbital tourism market and its commercial viability. The methodology centers on a case study of Virgin Galactic and includes some original data from interviews.

*Next Generation Suborbital Activities: Assessment of a Commercial Stepping Stone* (2010) is a Next-Generation Suborbital Researchers Conference presentation. It discusses publically available business plans for suborbital tourism companies and how additional suborbital research flights could expand the number of competitors and funding available in the market. It was authored by D. I. Lackner and O.M. Al-Midani from ALPS Ventures, a business valuation and corporate finance firm.

### **3 An Evaluation of Trends and Factors Impacting Commercial Suborbital Launch and Reentry Demand**

Section III has two parts. Subsection one describes suborbital industry trends and the second subsection covers industry barriers to entry. Industry trends include a description of suborbital markets and competing markets, a discussion of peer spaceport support with potential competitive influence, and suborbital RLV manufacturing techniques designed to reduce costs. The second subsection covers barriers to market entry.

#### **3.1 Industry Trends**

##### **3.1.1 Markets**

Eight suborbital markets were assessed for this study:<sup>5</sup> 1) Suborbital tourism, 2) basic and applied research, 3) aerospace technology test and demonstration, 4) media and public relations, 5) education and training, 6) satellite deployment, 7) remote sensing, and 8) point-to-point transportation.

Both suborbital tourism and suborbital research and technology demonstration have relatively high projections for the number of flights and revenue. The remaining six markets are considered comparatively minor in terms of revenue and number of flights, nascent (substantial growth not expected before 2040), or likely to be unsustainable because of competing alternatives.

##### *Suborbital Tourism*

Suborbital tourism is the use of suborbital RLVs by individuals who have purchased tickets to fly aboard these vehicles for pleasure. As this market matures,

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<sup>5</sup> The most comprehensive study conducted on suborbital markets is *Suborbital Reusable Vehicles: A 10-Year Forecast of Market Demand*, produced by The Tauri Group and jointly funded by the Federal Aviation Administration Office of Commercial Space Transportation and Space Florida (2012). This study identified eight suborbital markets: Commercial Human Spaceflight, Basic and Applied Research, Aerospace Technology Test and Demonstration, Media and Public Relations, Education, Remote Sensing, Satellite Deployment, and Point-to-Point Transportation.

differentiation may take place in the types of individuals that pay for a flight aboard this type of vehicle. These types include firms using seats as incentives or rewards, organizations offering seats in contests and promotions, and space agencies or other space-related organizations using suborbital RLVs for in-space training. Individuals using their own funds can purchase tickets for a flight aboard a suborbital RLV to experience microgravity and a view from space combined with the rare opportunity to cross the threshold into space. The advertised price per seat is in the low six figures (and expected to rise to mid six figures in 2020), much more expensive than a parabolic flight and double the price to climb Mount Everest or sail on a luxury six-month global cruise. However, a ticket aboard a suborbital RLV is far less expensive than a seat aboard a commercial orbital spacecraft, which is estimated to be about \$60M.

There are two companies with planned commercial service for flights aboard suborbital RLVs: Virgin Galactic and Blue Origin. Virgin Galactic tickets went on sale in 2004 for a price of about \$200,000. In 2013, the price increased to \$250,000. In 2014, Virgin Galactic halted ticket sales following the fatal accident of SpaceShipTwo *VSS Enterprise* during a test flight. Virgin Galactic has sold just over 600 tickets since 2004 (with some sources saying “nearly 700 tickets”), and in February 2020 the company announced it would re-open ticket sales by the end of 2020, accepting a fully refundable \$1,000 deposit to secure a reservation.<sup>6</sup> The company has conducted two rocket-powered test flights of its SpaceShipTwo *VSS Unity* since 2018 and may start commercial services in 2021. Blue Origin expects to start selling tickets for flights aboard its New Shepard vehicle in 2020. While details on pricing were not released, company CEO Bob Smith said the first tickets would cost “hundreds of thousands of dollars.”<sup>7</sup>

#### **Market Drivers: Target Market**

The target market is composed of high-net-worth individuals (HNWI), with a net worth of at least \$5M, and enthusiasts with net worth below \$5M. There are an estimated 5.7 million individuals with a net worth of over \$5M.<sup>8</sup> Table 4 shows the 5-year trend for this group.

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<sup>6</sup> Ticket sales were suspended in 2014 following loss of SpaceShipTwo *VSS Enterprise* during a test flight accident that killed the pilot and injured another. Ciao, Sissi, “Virgin Galactic’s Top Priority Is to Fly Richard Branson to Space This Year,” *Observer.com* (January 15, 2020). See also Sheetz, Michael, “Virgin Galactic will begin accepting \$1,000 deposits toward space flight tickets for tourists,” *CNBC* (February 25, 2020).

<sup>7</sup> Boyle, Alan, “NASA gets set to put astronauts on Blue Origin and Virgin Galactic suborbital flights,” *GeekWire* (June 19, 2020).

<sup>8</sup> *Credit Suisse Global Wealth Report 2019*. About 5.4 million people have a net worth of between \$5M and \$50M. About 168,000 people have a net worth over \$50M (called ultra-high net worth individuals).

	2015	2016	2017	2018	2019
\$5M to \$10M	2.5M	2.5M	3M	3.3M	3.7M
\$10M to \$50M	1.3M	1.5M	1.6M	1.6M	1.8M
\$50M+	123,800	140,900	148,200	149,890	168,030

**Table 4. Estimated number of high net worth individuals (HNWI) and ultra high net worth individuals (UHNW) worldwide (2015-2019). Source: Credit Suisse.**

Historically, a very small number of HNWIs have expressed strong interest in flying on a suborbital tourist flight. This group includes people who engage other activities considered extreme or high-risk, such as auto racing and other motorsports, spelunking, high stakes gambling, hang gliding, hot air ballooning, mountain climbing, private aviation, scuba diving, sky diving, skiing, and snowboarding. Others have explored the oceanic trenches, climbed Mount Everest, and visited the South Pole.

In addition, there are people with a net worth below \$5M who have expressed a strong interest in participating in a suborbital spaceflight. These enthusiasts are willing to spend a large portion of their income or borrow on credit to experience spaceflight.

Taken together, HNWIs with a predilection for adventure and a tiny pool of space enthusiasts are motivated to spend about \$250,000 to experience spaceflight. The number doubles if the ticket price drops to about \$100,000, indicating that demand is somewhat elastic.

**Market Drivers: U.S. Government Policy**

The FAA is the regulatory authority for commercial suborbital RLV operations. Historically, the FAA has taken a “light approach” to the regulation of commercial suborbital RLV activity to ensure that regulations are not so burdensome that they inhibit the emerging commercial suborbital RLV industry.

In order to conduct revenue-generating suborbital RLV flights, operators must obtain FAA licenses for themselves and their vehicles. Unpowered test flights are conducted under a Special Airworthiness Certificate and powered test flights under an Experimental Permit (though powered test flights can and do take place under a license). This relatively lenient approach is used in place of certification, which is required for aircraft and informed by extensive flight experience, as this would be cost prohibitive for the relatively new commercial space transportation industry, especially suborbital RLVs. Instead of imposing a prescriptive and limited set of design criteria, FAA sets performance-based requirements to ensure safe operations of commercial space vehicles. This approach has enabled greater industry



innovation at a much lower cost, along with the ability to test designs and methods before entering the market.<sup>9</sup>

In addition, under current regulations, commercial suborbital RLVs operate under a regime known as “informed consent,” which requires crew and spaceflight participants to be informed, in writing, of mission hazards and risks, vehicle safety record, and the overall safety record of all launch and reentry vehicles. Prior to flight, crew and spaceflight participants must provide their written consent to participate.<sup>10</sup>

This “light approach” by FAA is expected to continue as the office plans to issue reformed regulations later in 2020 designed to streamline the license application process.<sup>11</sup> Regulatory reform was directed by the White House in the form of Space Policy Directive 2 (SPD-2), “Streamlining Regulations on Commercial Use of Space,” signed by the president on May 24, 2018.<sup>12</sup> SPD-2 involves consolidating and simplifying regulations relevant to commercial space transportation and commercial remote sensing satellites. FAA AST, the licensing authority for commercial launches and reentries, was subsequently reorganized, a process completed in April 2020.<sup>13</sup> As part of the reorganization, a new Office of Spaceports was established to handle licensing and issues for commercial spaceports.<sup>14</sup> However, regulatory reform is not expected to be complete until late 2020.<sup>15</sup> Some expect this reform to automate license applications to alleviate AST workload and provide more efficient services to applicants, and enable remote presence of AST at launch sites when supporting commercial launches. FAA Associate Administrator Wayne Monteith, who heads the AST, is planning for an increase in budget and workforce as the office anticipates an increase in license applications and its oversight responsibilities.<sup>16</sup>

Beyond regulatory concerns, the NASA Flight Opportunities Program will continue to drive the market for suborbital RLVs. Begun more than a decade ago as the Commercial Reusable Suborbital Research program, Flight Opportunities has flown science payloads on traditional suborbital RLVs, high-altitude balloons, and commercial microgravity aircraft flights. Both Virgin Galactic and Blue Origin have flown Flight Opportunity payloads with their SpaceShipTwo and New Shepard

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<sup>9</sup> Nield, George et al, “Certification Versus Licensing for Human Space Flight in Commercial Space Transportation,” 63<sup>rd</sup> International Astronautical Congress, Naples, Italy (2012).

<sup>10</sup> Fact Sheet – Commercial Space Transportation Activities (June 19, 2020).

<sup>11</sup> Foust, Jeff, “White House official recommends slow approach to high-speed suborbital transportation,” *SpaceNews* (June 23, 2020).

<sup>12</sup> SPD-1 is focused on human exploration of the Moon, SPD-3 is focused on the development of space traffic management, and SPD-4 on the establishment of a U.S. Space Force.

<sup>13</sup> Foust, Jeff, “FAA commercial space office completes reorganization,” *SpaceNews* (April 19, 2020).

<sup>14</sup> The Office of Spaceports was a requirement made by Congress in its 2018 FAA reauthorization bill.

<sup>15</sup> Ibid. See also Foust, Jeff, “FAA expects revised launch regulations to be completed next fall,” *SpaceNews* (October 10, 2019).

<sup>16</sup> Foust, Jeff, “FAA commercial space office completes reorganization,” *SpaceNews* (April 19, 2020).



vehicles, respectively.<sup>17</sup> Both NASA personnel and external researchers can compete for funding for their payloads through the agency’s Space Technology Mission Directorate (STMD). The Flight Opportunities Program budget is below \$20M.

In June 2020, two events took place designed to enable NASA to support development of a program for training astronauts and potentially procuring and system qualifying suborbital RLVs. NASA is seeking opportunities to fly its personnel for three reasons: training of astronauts, testing space hardware, and human-tended microgravity research. On June 22, NASA signed a Space Act Agreement with Virgin Galactic for the company to provide training flights for agency astronauts as they prepare for missions to the International Space Station (ISS).<sup>18</sup> On June 23, NASA issued a Request for Information (RFI) to begin the qualification process for suborbital RLVs to carry NASA employees. This effort is purposefully different from the FAA licensing process, because FAA is restricted from regulating safety of spaceflight participants on commercial vehicles until 2023. Despite receiving the authority to do so in 2004, the FAA was concurrently instructed to follow what is sometimes called a learning period, or “moratorium” to avoid establishing regulatory hurdles that could preclude the commercial human spaceflight industry from being able to grow.<sup>19</sup>

#### **Market Drivers: Demand**

Demand for space tourism is driven by interest in spaceflight or the experience of a unique adventure, affordability, prestige due to the small number of people who have been in space, and availability of service.

Those interested in participating in a suborbital spaceflight share a common interest in experiencing something unique and perhaps life changing. Yet, there are subtle differences that account for separate treatment. While HNWI are keen to add spaceflight to their varied list of adventures, space enthusiasts, as the name suggests, are more emotionally invested in the idea of spaceflight. This emotional attachment means a space enthusiast is willing to spend outside their means to experience the drama of spaceflight.

For the HNWI market for space tourism, the level of exclusivity and luxury associated with the experience will drive demand. As expected, many HNWI are well-known celebrities. Among the ranks of celebrities who have purchased or were gifted a ticket to fly aboard a suborbital RLV are Justin Bieber, Russell Brand, Leonardo DiCaprio, Angelina Jolie, Ashton Kutcher, Lady Gaga, and Katy Perry. Even after the fatal accident of *VSS Enterprise* in 2014, few of these high-profile people

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<sup>17</sup> Foust, Jeff, “Bridenstine supports increased funding for NASA’s Flight Opportunities program,” *SpaceNews* (August 28, 2018).

<sup>18</sup> Sheetz, Michael, “Shares of Virgin Galactic surge after announcement that it will train astronauts for NASA,” *CNBC* (June 22, 2020).

<sup>19</sup> Bellamy, Woodrow, “US Commercial Space Regulation on Path to FAA Policy Inflection Point,” *Aviation Today* (July 13, 2020).

canceled their tickets.<sup>20</sup> Virgin Galactic, in particular, has focused on this segment with the early purchasers of tickets treated as members of an exclusive club with offers and opportunities not available to others.

Jim Clash, an adventure journalist and member of The Explorers Club, is an example of a space enthusiast who bought a ticket with Virgin Galactic with a down payment of \$20,000.<sup>21</sup> Commenting nine years after purchasing his ticket and waiting for his ride, he remains excited: “Weightlessness is one thing, but I’m really going to focus on the view, trying to relax and take it all in. I understand that it is a life-changing experience.”<sup>22</sup> He has said he will likely need to take out a loan against his 401K retirement account to finance the trip.<sup>23</sup> Business school professor Ketty Maisonrouge is a space enthusiast who purchased her ticket in 2005. Fourteen years later, she tried on her spacesuit and flew aboard a Zero-G Corporation airplane for a parabolic flight. Regarding her preparation in November 2019, she said, “For me, it was like the realization that this is really going to happen soon. When you’ve been waiting for 15 years, when you’ve been dreaming about it for as long as you can remember, you wonder until it happens if it will really happen.”<sup>24</sup>

Virgin Galactic has published a description of the experience that can be expected for those who have purchased a ticket. First, up to six ticket holders (the company uses the term “Future Astronauts” to describe customers about to embark on their flight) will undergo three days of training at the launch and landing site, Spaceport America in south central New Mexico. Wearing their custom-fitted flight suits, the Future Astronauts will board SpaceShipTwo, slung under the WhiteKnightTwo carrier aircraft, in the early morning. The vehicle combination will take off like a conventional airplane, reaching the spacecraft release altitude of 50,000 feet (15,240 meters) in about one hour. Seconds after being released, SpaceShipTwo will engage its single engine to take it up beyond an altitude of 100 km (62 miles), also called the von Kármán line, recognized as the point beyond which one is in outer space. After the passengers experience almost four times the force of gravity during the powered portion of the flight, the crew will shut off the engine. The vehicle will coast along its ballistic trajectory, enabling all aboard, no longer strapped to their seats, to experience microgravity for up to five minutes. After this, the spaceflight participants have become astronauts. Strapping back into their seats, they prepare for reentry and landing as a conventional airplane. A ceremony will be held following landing in which the astronauts receive their private astronaut wings.

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<sup>20</sup> Green, Dennis, “Celebrities Aren’t Bailing On Virgin Galactic After Crash,” *Business Insider* (November 4, 2014).

<sup>21</sup> The Explorers Club is an American-based international multidisciplinary professional society with the goal of promoting scientific exploration and field study.

<sup>22</sup> O’Callaghan, Jonathan, “2019 is the year that space tourism finally becomes a reality. No, really,” *Wired* (January 24, 2019).

<sup>23</sup> Garre, Taylor, “Adventurer Jim Clash Preps for Dream Ride on Virgin Galactic Spacecraft,” *Cheddar.com* (October 17, 2019).

<sup>24</sup> Thomas, Zoe, “The woman who paid \$250,000 to go into space,” *BBC News* (January 12, 2020).

Virgin Galactic has teamed with Land Rover and Microsoft to enhance the experience for customers, with the former making available the Astronaut Edition Land Rover created exclusively to those who have flown aboard SpaceShipTwo and the latter providing a virtual experience via WebVR designed to “democratize” the experience worldwide.<sup>25</sup>

The Blue Origin experience will be markedly different than that offered by Virgin Galactic, since the New Shepard vehicle is launched like a rocket instead of an airplane, potentially enhancing the appeal of the suborbital spaceflight experience. Though details about the experience have not been published, enough has been provided to understand the flight profile, which will last about 11 minutes. New Shepard, capable of carrying six spaceflight participants (the vehicle does not require a crew) will launch from the company’s West Texas site near the town of Van Horn. Passengers, wearing flight suits, will enter the capsule via a launch gantry while New Shepard is vertical. The booster will propel the capsule until both units separate; the reusable booster will land under its own power back at the same spot it launched from. The capsule will follow its ballistic trajectory past the Von Kármán line, allowing passengers to experience a few minutes of microgravity. Following reentry, the capsule will deploy parachutes for a soft landing near the launch site.<sup>26</sup>

Though these experiences are compelling, they are nevertheless not affordable to most people or may be perceived as too risky. Terrestrial competition for suborbital space tourism includes experiences that deliver key elements of the space experience, such as a view of the curvature of the Earth against the blackness of space or short periods of microgravity, using planes and balloons. For a price of between \$5,400 and \$6,700 per person, U.S.-based Zero-G Corporation (owned by Space Adventures), France-based Novespace, and Switzerland-based MigFlug offer parabolic flights that create microgravity conditions.<sup>27</sup> Space Adventures, MigFlug, and others also offer flights in high performance jets that reach altitudes of 13.7 miles (22 kilometers), far below what is considered space, but nevertheless a unique experience. Beginning in 2024 and for a ticket price of around \$125,000, at least two companies (zero2infinity and Space Perspective) will offer the capability to send tourists and researchers aloft aboard large capsules carried by balloon to altitudes of about 18.6 miles (30 kilometers).<sup>28</sup> This altitude enables people to easily see the curvature of the Earth. Space Perspective anticipates 500 flights per year, carrying eight people each time,

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<sup>25</sup> <https://www.virgingalactic.com/learn/>.

<sup>26</sup> <https://www.blueorigin.com/new-shepard/>.

<sup>27</sup> Foust, Jeff. “Zero-G plans international expansion,” *SpaceNews* (March 6, 2020). (<https://spacenews.com/zero-g-plans-international-expansion/>). For pricing data, see <https://www.gozerog.com/>, <https://www.airzerog.com/reservation/>, <https://migflug.com/flights-prices/zero-gravity-in-russia/>.

<sup>28</sup> Mosher, Dave. “A new spaceship-on-a-balloon startup wants to float you high enough to see Earth’s curvature and the darkness of space for roughly \$125,000 per ticket,” *Business Insider* (June 18, 2020). Note that a U.S. company operating such a capsule, and the capsule itself, must be licensed by the FAA’s Office of Commercial Space Transportation.

within a few years of beginning operations.<sup>29</sup> On the ground, the National Aerospace Training and Research (NASTAR) Center in Pennsylvania offers suborbital flight training and has trained over 700 future spaceflight participants.<sup>30</sup>

### *Suborbital Research and Technology Demonstration*

Suborbital research and technology demonstration refer to the use of crewed and uncrewed suborbital RLVs by organizations requiring low-cost, rapid, and repeated access to the space environment to support scientific research and the development and testing of technologies. Suborbital RLVs provide up to seven minutes of microgravity, exposure to a near vacuum environment above the Earth's atmosphere, and the ability to immediately retrieve payloads following a flight. In addition, suborbital RLV operators represent a one-stop-shop for administration, processing, and management of payloads, contrasting with more complex options involving space agencies when securing missions aboard orbital platforms and sounding rockets.

### **Market Drivers: Target Market**

Governments, companies, and academics conducting space-related scientific research and technology test and demonstration missions represent the target market for suborbital research and technology demonstration.

Among governments, organizations with an existing or potential interest in using suborbital RLVs are NASA, National Science Foundation (NSF), National Oceanic and Atmospheric Administration (NOAA), and their international equivalents around the world. National security organizations may also represent part of the target market, though often their missions may be classified, making that market difficult to address.<sup>31</sup> The number of potential customers in the private sector is probably quite large, with the majority seeking to support applied research across diverse disciplines (from pharmaceuticals to additive manufacturing) and some keen to conduct technology demonstrations (to space qualify new capabilities). Finally, a good deal of the target market consists of academic researchers from across the globe, with a similar diversity of work evident among researchers in the private sector.

In terms of the target market local to CASP, Colorado is one of the largest centers of space-related activity among the 50 U.S. states, representing a large pool of potential suborbital RLV users. The state is home to nearly 500 aerospace companies providing 191,000 space-related jobs, almost all located in the Boulder-Denver-Colorado Springs corridor.<sup>32</sup> Among these are long-established companies like Ball Aerospace, Boeing, Lockheed Martin, Maxar, Northrop Grumman, and United

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<sup>29</sup> Ibid. The company plans at least one test flight from KSC's former Shuttle Landing Facility, but plans to use Pacific Spaceport Complex – Alaska as a base for commercial operations.

<sup>30</sup> Interview, July 10, 2020.

<sup>31</sup> If such missions prove addressable, suborbital RLVs would likely need to be certified to carry national security payloads.

<sup>32</sup> See <http://www.spacecolorado.org/>.

Launch Alliance (ULA); and relative newcomers making significant strides like Blue Canyon Technologies and Oakman Aerospace. In addition, there are several universities and research institutions that have played a significant role in space projects. These include the Colorado School of Mines, Metropolitan State University, University of Colorado Boulder (with its newly completed Aerospace Engineering Complex), National Center for Atmospheric Research (NCAR, sponsored by the National Science Foundation), Southwest Research Institute (SwRI) Boulder Office, University Corporation for Atmospheric Research (UCAR), and the U.S. Air Force Academy. Finally, the area includes 10 economic development organizations and three local space industry associations. These organizations, all within a two-hour drive of CASP, represent a significant nexus of space-related research and technology development supported by a robust higher education pipeline.

**Market Drivers: Government Policy**

In the U.S., government policy and regulation of suborbital RLVs used for research and technology demonstration missions are essentially the same as for their use in suborbital tourism.

**Market Drivers: Demand**

Demand for suborbital research and technology demonstration is driven by the speed of access to results (and control over experiments) as compared to orbital options, the need for continuous microgravity for a period of up to seven minutes as compared to non-orbital options, affordability, and repeatability—the capability to fly an experiment several times in one day.

Researchers have expressed a desire for a means to deploy experiments in space quickly, from getting scheduled for a launch to rapidly obtaining the experiment and data after the mission. Many researchers have been seeking opportunities to access a sustained period of microgravity (up to seven minutes) within a relatively short schedule encompassing acquisition of launch services, the necessary number of flights, and access to results. Some researchers have pointed out that repeated and low-cost access to space provided by suborbital RLVs can increase the tolerance for risk in evolving an experiment; failure can be tolerated and learned from, promoting innovation.

Orbital platforms like the ISS and free-flying spacecraft like SpaceX's Dragon, Boeing's CST-100 Starliner, and Northrop Grumman's Cygnus represent potentially excellent opportunities for research missions, since the experiment can be exposed for longer durations in the environment of space. However, access is both relatively expensive and difficult to schedule—with the scheduling process often extending for several years. Sounding rockets present a better opportunity, but the lead times are often more than a year and the cost is still high. On the opposite end of the spectrum, though much less expensive, parabolic flights and drop towers only provide a few seconds to under two minutes of microgravity.

The types of basic and applied research generating demand for suborbital RLVs include:

- Atmospheric research – Suborbital RLVs will allow researchers regular access to poorly understood upper reaches of the atmosphere to understand the dynamics that drive Earth’s weather and climate. Demand for this need would come from NOAA and similar organizations.
- Suborbital astronomy – Suborbital RLVs will allow researchers to conduct high-quality infrared (IR) and ultraviolet (UV) observations outside the atmosphere. Demand for this capability would come from NASA and other civil space agencies.
- Longitudinal human research – Suborbital RLVs will enable studies of a diverse and large population of space travelers on frequent flights to understand the effects of microgravity and acceleration on the human body. Demand for this capability would come from NASA, other civil space agencies, and possibly private industry and publicly funded institutions (like the National Institutes of Health) conducting biomedical research.
- Microgravity research – Suborbital RLVs will offer a unique combination of attributes, including meaningful duration in high-quality microgravity, human tending, and lower cost. Demand for microgravity research is significant, with interests across government, commercial, and academic disciplines.

In terms of technology test and demonstration missions, NASA and other civil space agencies will likely be the major users of suborbital RLVs. Over time, NASA will likely transition to suborbital RLVs for some (not all) suitable test and demonstration payloads. As previously noted, NASA has shown initial support for suborbital RLVs through the agency’s Flight Opportunities program.

In addition to demand identified in historical trends, significant additional growth could occur if NASA and international partners target suborbital RLVs as a steppingstone for most applicable exploration technologies before demonstration on the ISS. However, barriers to this access have been identified (described in the subsection on industry barriers).

#### *Other Suborbital Markets*

The following markets were assessed and considered negligible in terms of their potential during the forecast period.

#### **Media and Public Relations**

The market for media, public relations, and novelties includes activities that use space to promote products, increase brand awareness, or film space-related content, typically to leverage associations with space. Submarkets include activities in film and television; media, advertising, and sponsorship; public relations and outreach; and space novelties and memorabilia. While space-themed advertising and memorabilia are ubiquitous, relatively little related activity has historically occurred in space or using space analogs (such as parabolic flights). In the latter case, parabolic flights were used in the filming of *Apollo 13* and some television



commercials, while documentary and educational material has been filmed on the ISS. NASA recently disclosed discussions on a future commercial feature film to include active production on ISS. Suborbital flight provides a middle ground in the cost and duration between these two for potential media applications.

Demand for media and public relations use of suborbital flights will be influenced by the amount of media coverage and public interest surrounding initial commercial suborbital flights on Virgin Galactic and Blue Origin vehicles.

### **Education and Training**

Suborbital RLVs could provide opportunities to K-12 schools, colleges, and universities to increase access to and awareness of space, especially through the flight and return of student-built payloads and teacher-in-space programs. There also might be opportunities for astronautical engineering students to learn first hand how to develop a space mission from start to finish. Colorado in particular has a vibrant and diverse education infrastructure, with over 1,800 schools and several institutions actively engaged in space-related curricula.

Key attributes for schools are frequent flights that would align with school schedules and affordable costs for small payloads. If frequent flights of suborbital RLVs occur from CASP, the potential for ride-share of small student experiments may be possible. Through an educational outreach program, Blue Origin's New Shepard, for example, carried a 2U CubeSat for a Colorado school into space for less than \$10,000.

Existing space-related education build projects use small and large rockets (as rideshare payloads or CubeSats delivered to ISS for later deployment), balloons, parabolic flights, amateur rockets, and potentially suborbital RLVs. Student-built payloads are typically small, from ping-pong-ball-sized experiments to soda can-sized and CubeSat (a 10 cm cube) form factors. The cost to launch CubeSats and other small satellites can be prohibitive, although universities are often able to take advantage of government-sponsored complimentary rides to orbit as secondary payloads.<sup>33</sup> Some education payloads have already begun launching on suborbital RLVs. In May 2019, Blue Origin launched 38 payloads, one of which tested a standardized set of hardware for classroom-developed space experiments. The hardware, developed by a non-profit group called Teachers in Space, previously flew on high-altitude balloons and a stratospheric glider.<sup>34</sup> It is likely that the launch was provided for free or at low cost for demonstration purposes.

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<sup>33</sup> NASA's CubeSat Launch initiative (CSLI) provides access to space for small satellites, CubeSats, developed by NASA Centers and programs, educational institutions, and non-profit organizations. These are launched as CSLI Educational Launch of Nanosatellites (ELaNa) missions via ISS deployment opportunities or ride-share launches.

<sup>34</sup> Boyle, Alan, "Watch Jeff Bezos' Blue Origin venture launch suborbital science extravaganza," *Geek Wire* (May 1, 2019).

Private and public education funding, often sponsored through technology companies and STEM organizations, will provide resources and opportunities for education and training programs to be conducted on suborbital vehicles.

### **Remote Sensing**

The suborbital RLV remote sensing market is the potential use of suborbital RLVs for the acquisition of imagery of the Earth and Earth systems for commercial, civil government, or military applications (imagery intelligence, or IMINT). Suborbital RLVs are unlikely to compete effectively with aerial platforms with loiter capability and Earth observation constellations operated by companies like Planet, Maxar, Spire Global, and others.

### **Satellite Deployment**

Early suborbital RLV concepts, like XCOR Aerospace's Lynx III, have involved the addition of a small upper stage to expand service options for customers. With the emergence of dedicated smallsat launch vehicles (those with a capacity of 1,102 pounds—500 kilograms—to low Earth orbit or less) and competitive ride share options, the already limited interest in a suborbital RLV with this capability has effectively disappeared.

Deployment of smallsats is expected to increase during the forecast period, with the majority of these providing commercial service and having a mass toward the higher end of the scale due to greater payload capability and power needs. To address this anticipated increase, over one hundred launch service companies have been established around the world to develop dedicated smallsat launch vehicles.<sup>35</sup> Additionally, operators of large rockets have made more capability for smallsat rideshare missions available on their vehicles. These developments will likely hinder any investment in satellite deployments from suborbital vehicles. CASP is not likely to support launches of satellite due to its geographical location and airspace constraints. Some horizontal orbital air launch platforms, however, may operate with sufficient range that they could conduct satellite launches from either the Gulf of Mexico or Pacific Ocean for missions originating from CASP.

### **Point-to-Point Transportation**

Suborbital point-to-point transportation (PTP) involves the use of a suborbital RLV for transporting people or cargo between locations on Earth through the space environment, achieving significant improvements to today's travel time between distant hubs. Using such a system, a trip from Washington, DC, to Tokyo, normally 14 hours in the air, could theoretically be accomplished in two hours. While there is significant interest and effort in researching and developing the technologies necessary for PTP, this transportation approach, particularly for long-distance travel, is unlikely to be operational within the study period of 20 years.

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<sup>35</sup> From Bryce Space and Technology launch vehicle database.



The largest barrier to PTP is developing, maturing, and integrating technologies into operational systems. These activities combine to produce high research and development costs measured in billions of dollars, which would then need to be recovered over time through ticket sales and service contracts. While there are no PTP passenger or cargo suborbital RLV programs under way, some have been rendered as concepts that may lead to the development of hardware and test articles, like the Skylon single-stage-to-orbit concept being explored by UK-based Reaction Engines.<sup>36</sup> At least one system is being developed that may be used for PTP services, SpaceX's Starship. Starship is designed primarily as a reusable launch vehicle, but the company has indicated that as the system matures it may be employed for PTP services as well.<sup>37</sup>

Several hypersonic research programs, mostly focused on missile development, are active in the U.S., Russia, China and other countries that may inform development of such a transport system.<sup>38</sup> In addition, several supersonic passenger aircraft are in conceptual stage, including systems proposed by companies like Aerion Corporation, Boom Technology, Spike Aerospace, and Virgin Galactic. Further, a 2010 FAA report concluded that “[w]hile the vehicles themselves may qualify for commercial transport, they will have to be licensed for flight using regulations like those for jet aircraft or ones specifically crafted for suborbital PTP [vehicles].”<sup>39</sup> Licensing such a vehicle, its integration into the air traffic management system, and the need to gain public confidence in PTP systems are challenges that make the introduction of PTP services unlikely during the forecast period. However, it is possible that PTP prototype systems may be introduced during the forecast period and these would require testing sites. For example, CASP could partner with similar commercial spaceports to support PTP testing of flight corridors considered necessary to support the unique flight profile of future operational PTP vehicles.

### *Competing Markets*

#### **Other Space-Related Human Spaceflight Options**

As described on Page 17, terrestrial competition for space-related tourism include experiences that deliver key elements of the space experience, such as a view of the curvature of the Earth against the blackness of space or short periods of

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<sup>36</sup> Skylon emerged from studies of a similar vehicle from the 1980s called HOTOL (for horizontal take off and landing). The system is planned as an orbital launch vehicle, but could be used for PTP services.

<sup>37</sup> Ralph, Eric, “SpaceX CEO Elon Musk wants to use Starships as Earth-to-Earth transports,” *Teslarati.com* (May 30, 2019).

<sup>38</sup> Morganteen, Jeff and Andrea Miller, “Hypersonic weapons are the center of a new arms race between China, the US and Russia,” *CNBC* (September 26, 2019); Isachenkov, Vladimir, “Putin crows as he oversees Russian hypersonic weapons test,” *ABC News* (December 26, 2018); PTI, “China successfully tests first hypersonic aircraft that can carry nuclear warheads,” *The Times of India* (August 6, 2018).

<sup>39</sup> *Point-to-Point Commercial Space Transportation in National Aviation System Final Report*, prepared by Volpe National Transportation Systems Center, U.S. DOT for FAA AST (2010).

microgravity, using planes and balloons. These types of services could be supported at CASP, but challenges due to proximity to Denver International Airport and the shelf of Class B airspace directly above.

Less challenging from a launch and airspace perspective is the complementary capability to support astronaut and space participant training on site. It could be modeled after the National Aerospace Training and Research (NASTAR) Center in Pennsylvania, which offers suborbital flight training and has trained over 700 future spaceflight participants.<sup>40</sup>

The influence of orbital human spaceflight on suborbital space tourism will likely be significant. Recent developments, like the SpaceX Demo-2 mission to the ISS, a flurry of contracts related to commercial human spaceflight, and NASA's Artemis Program to send astronauts to the Moon are examples of this potential influence.

As of the publication of this report, 562 individuals have entered orbit 1,333 times since Yuri Gagarin's historic spaceflight in 1961. In comparison, only 17 individuals have flown missions aboard suborbital vehicles.<sup>41</sup> Less than 2% of the 579 total individuals that have flown into space did so without government funding.<sup>42</sup> The last private spaceflight participant to visit the ISS was Guy Laliberté, who was delivered by a Russian Soyuz spacecraft in 2009, two years prior to the retirement of the Space Shuttle. All Soyuz missions to ISS since then have been for transporting essential personnel only. A resurgence in interest regarding the potential for orbital space tourism has emerged as development of commercial human spacecraft take place under NASA's Commercial Crew Program. The first of these vehicles to launch into orbit with a crew was the SpaceX Crew Dragon on May 30, 2020. Boeing's CST-100 *Starliner* is expected to follow suit with its first crewed flight 2021.

U.S.-based Axiom Space aims to develop a commercial space station that can be accessed using vehicles like the Crew Dragon and CST-100 *Starliner*.<sup>43</sup> The first step in this process will be a Crew Dragon mission to ISS purchased by Axiom Space in

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<sup>40</sup> Interview, July 10, 2020.

<sup>41</sup> Based on an altitude of 100 km, the so-called Kármán line. Alan Shepard and Gus Grissom on Mercury-Redstone missions (1961); Robert White (1962), Joseph Walker (1963), Robert Rushworth (1963), Joe Engle (1965), John McKay (1965), William Dana (1966), William Knight (1967), and Michael Adams (1967) on X-15 missions; Mike Melvill and Brian Binnie on SpaceShipOne test flights (2004); and Mark Stucky (2018), Frederick Sturckow (2018), Dave Mackay (2019), Michael Masucci (2019), and Beth Moses (2019) on SpaceShipTwo test flights. The Soviet Union/Russia and China, the only other countries besides the United States capable of human spaceflight, never launched humans into suborbital trajectories.

<sup>42</sup> Those individuals are Anousheh Ansari, Brian Binnie, Richard Garriott, Guy Laliberté, Dave Mackay, Michael Masucci, Mike Melvill, Beth Moses, Gregory Olsen, Mark Shuttleworth, Charles Simonyi, Mark Stucky, Frederick Sturckow, and Dennis Tito.

<sup>43</sup> The Sierra Nevada Corp. is developing a cargo version of the Dream Chaser, leveraging a long development history for a crewed system, it is unclear if and when a crewed Dream Chaser will be produced and flown during the forecast period.

March 2020 for a flight in 2021.<sup>44</sup> Axiom, which was established in 2016, plans to develop a commercial module for installation on ISS. In 2020, NASA awarded Axiom a \$140M contract to provide at least one habitable module that will attach to the *Harmony* module.<sup>45</sup> Meanwhile, Space Adventures, the company that brokered eight space tourist flights to ISS from 2001 to 2009, signed a contract with SpaceX in 2020 for a Crew Dragon mission carrying four spaceflight participants during the next two years.<sup>46</sup> Space Adventures also signed two contracts with RSC Energia for tourist flights to ISS in 2021 and 2022, with the latter flight including the first commercial spacewalk.<sup>47</sup> In March 2013, Space Adventures brokered the first contract for a commercial flight around the Moon, though the \$150M deal was ultimately canceled. The individual who would have made the flight, Australian Harold McPike, had undertaken expeditions to the North and South poles and scaled many mountain peaks including Mt. Kilimanjaro. He had wanted to add space travel to his list of adventures before backing out of the deal with Space Adventures, believing the company did not have the capacity to fulfill its obligations under terms of the contract.<sup>48</sup>

Finally, NASA has been developing the Artemis Program, consisting of the Space Launch System (SLS), the Orion crew spacecraft it will carry, and a plan to land astronauts on the Moon by 2024. Within a very tight timeline, NASA has teamed with a variety of companies, including Boeing, Lockheed Martin, SpaceX, Blue Origin, and many others, to develop the necessary hardware not just to land on the Moon, but establish a permanent presence there.<sup>49</sup>

### **Space-Related Terrestrial Research Platforms**

Space-related research is conducted using airplanes or uncrewed aerial systems with attached sensors and instruments, parabolic flights, balloons, sounding rockets, and orbital platforms like the ISS (Table 5). Suborbital RLVs can provide the benefits of most of these existing platforms, with the advantage that they bring together the microgravity duration of a sounding rocket, the potential to include a principle investigator on the flight, the repeated flight campaigns characteristic of airplanes, and a competitive price as the market matures.

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<sup>44</sup> O'Callaghan, Jonathan, "Axiom Space Signs Deal With SpaceX To Launch Private Astronauts To The ISS In 2021," *Forbes* (June 17, 2020).

<sup>45</sup> Northon, Karen, "NASA Selects First Commercial Destination Module for International Space Station," NASA press release (June 12, 2020).

<sup>46</sup> Sheetz, Michael, "SpaceX signs deal to fly 4 space tourists around Earth in about two years," *CNBC* (February 18, 2020).

<sup>47</sup> Foust, Jeff, "Space Adventures signs contract for Soyuz flight with spacewalk option," *SpaceNews* (June 25, 2020).

<sup>48</sup> <https://www.casemine.com/judgement/us/5a1e85f8add7b05e8ebd9014>.

<sup>49</sup> NASA's Plan for Sustained Lunar Exploration and Development, NASA document (2020). [https://www.nasa.gov/sites/default/files/atoms/files/a\\_sustained\\_lunar\\_presence\\_nspc\\_report422\\_0final.pdf](https://www.nasa.gov/sites/default/files/atoms/files/a_sustained_lunar_presence_nspc_report422_0final.pdf).

Alternative Platform	Research Flights	Parabolic Flights	Balloons	Suborbital RLVs	Sounding Rockets	Orbital Platforms
<b>Description</b>	Airplanes with attached sensors and scientific instruments	Flying passenger jets in arcs to simulate microgravity	Large balloon that flies ~3-4 times as high as a commercial airplane	Jet- or rocket-powered vehicle enters space for brief period, capable of multiple flights per day	Rocket takes experiments tens to hundreds of km above Earth	Experiments conducted aboard ISS or other orbital platform
<b>Microgravity experience</b>	No microgravity	Short bursts of microgravity (~30 seconds) during the flight; ~10 minutes total	A few hours to 60+ days in upper atmosphere; can simulate microgravity only on descent	4-5 minutes	5-20 minutes	Days to years in microgravity
<b>Cost per experiment</b>	\$5,000+	\$5,000+	\$1,500+	\$100,000+	~\$1M+ per vehicle	\$15,000+ (governments subsidize cost of flight to ISS)

*Table 5. Comparison of alternative space-related experiment platforms. Source: Bryce Space and Technology.*

For atmospheric research, suborbital astronomy, and human research, suborbital RLVs provide unique capabilities that are better than existing platforms and enable specific research activities that cannot be conducted using (or that perform poorly on) current platforms. For microgravity research, suborbital RLVs provide a unique combination of capabilities with the potential to energize the research community and enable new research by attracting new organizations to microgravity research. For example, a doctoral thesis requiring microgravity research is more likely to be pursued with suborbital RLVs available because the timeline is shorter and the costs are much lower compared to using the ISS or some other orbital platform.

### **3.1.2 Spaceport Support and Infrastructure for Suborbital RLVs**

This section is divided into two parts: 1) a description of peer spaceports, and 2) an overview of support services offered by spaceports. For the purposes of this section, launch complexes such as Kennedy Space Center and Vandenberg Air Force Base are not considered. Similarly, private spaceports, such as Blue Origin’s Corn Ranch launch and landing site for New Shepard, are omitted.

#### *Description of Peer Spaceports*

The following is a review of the roles and capabilities of peer U.S. spaceports. For purposes of this report, a peer U.S. spaceport has the capability to support horizontal launch and landing of Concept X, Y, or Z vehicles and is licensed by the FAA to conduct commercial operations.

There are 12 commercial spaceports in the United States, two of which are co-located with federal launch sites. Of these, nine are licensed by the FAA to support

horizontal launch, reentry, and landing of suborbital RLVs. These are listed in Table 6 below:

Operator	Site	Co-located with Federal Site	State	License Expiration	Licensed Horizontal Takeoff/Horizontal Landing (HTHL) Capability	CASP Peer Spaceport
Space Florida	Cape Canaveral Air Force Station	Y	FL	July 1, 2025	N	N
Houston Airport System	Ellington Airport	N	TX	June 26, 2025	Y	Y
Titusville-Cocoa Airport Authority (TCAA)	Space Coast Regional Airport	N	FL	May 5, 2025	Y	Y
Jacksonville Aviation Authority	Cecil Spaceport	N	FL	Jan 10, 2025	Y	Y
Midland International Airport	Midland International Air and Space Port	N	TX	Sep 14, 2024	Y	Y
Mojave Air & Space Port	Mojave Air & Space Port	N	CA	Jun 16, 2024	Y	Y
New Mexico Spaceflight Authority	Spaceport America	N	NM	Dec 14, 2023	Y	Y
Space Florida	Cape Canaveral Spaceport/Launch and Landing Facility	Y	FL	Nov 7, 2023	Y	Y
Alaska Aerospace Development Corporation	Pacific Spaceport Complex – Alaska	N	AK	Sep 23, 2023	N	N
Adams County	Colorado Air and Space Port	N	CO	Aug 16, 2023	Y	--
Virginia Commercial Space Flight Authority	Mid-Atlantic Regional Spaceport/Wallops Flight Facility	Y	VA	Dec 18, 2022	N	N
Oklahoma Space Industry Development Authority	Oklahoma Air and Space Port	N	OK	June 11, 2021	Y	Y

**Table 6. FAA-licensed spaceports. Source: FAA AST.**

This section will focus on the roles and capabilities of peer spaceports: those that complement or compete with CASP. Cape Canaveral Air Force Station (CCAFS), Pacific Spaceport Complex - Alaska, and Wallops Flight Facility (WFF) are omitted due to their focus on vertical launch and government customers.

### **Cape Canaveral Spaceport/Launch and Landing Facility, FL**

Co-located with CCAFS and Kennedy Space Center (KSC), the Cape Canaveral Spaceport includes a horizontal launch facility at the former Shuttle Landing Facility (SLF). Space Florida holds a license to operate a launch site and manages and operates the facility under a 30-year lease from KSC, enabling private companies to use the 15,000-foot (4,572-meter) runway.<sup>50</sup>

Since its spaceport license was awarded in December 2018,<sup>51</sup> the designated Launch and Landing Facility (LLF) has yet to support commercial space operations. Space Florida is mainly targeting Concept Z vehicles and air-launched suborbital systems; however, the site has also been designated a preferred reentry site for (SNC's) Nevada Corporation's Dream Chaser Cargo System. The runway has had some commercial customers, however, with revenue going to Space Florida. For example, Zero Gravity Corporation, which offers parabolic microgravity gravity flights, flies out of the LLF.<sup>52</sup> FedEx planes also use the facility, as a close partner of Space Florida.<sup>53</sup> The Air Force's X-37B vehicle lands at LLF following its long-term orbital missions. It is then transported to a dedicated orbiter processing facility located nearby.

### **Cecil Spaceport, FL**

Located 20 miles inland from Jacksonville, Cecil Spaceport is a former military airport that is today used primarily for cargo and other non-passenger flights. Since their FAA spaceport license was issued more than a decade ago, local development groups led by the Jacksonville Aviation Authority have aimed to attract suborbital and orbital launches.<sup>54</sup> Due to Cecil Spaceport's suburban and inland location, it is only licensed to support horizontal launch.

As Cecil Spaceport is co-located with Cecil Airport, it has the capability to support a wide variety of services. The longest runway is 12,503 feet (3,811 meters) long, and

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<sup>50</sup> The agreement for the more than 3-mile long runway was signed in 2015, expiring 2045. It was motivated in part by the end of the Space Shuttle program in 2011, leaving NASA with little use for the Shuttle Landing Facility. <https://www.nasa.gov/press-release/nasa-signs-agreement-with-space-florida-to-operate-historic-landing-facility-1/>.

<sup>51</sup> License can be found here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/SF%20SLF%20License%20LSO%2018-018\\_Nov\\_08\\_2018.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/SF%20SLF%20License%20LSO%2018-018_Nov_08_2018.pdf).

<sup>52</sup> This agreement predates the Space Florida lease on the SLF, but has continued.

<https://www.nasa.gov/centers/kennedy/news/releases/2005/release-20051031.html>.

<sup>53</sup> <https://www.nasa.gov/centers/kennedy/news/nascartesting.html>.

<sup>54</sup> License can be found here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/IAA%20License%20LSO%2009-012%20renewal\\_01\\_09\\_2020.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/IAA%20License%20LSO%2009-012%20renewal_01_09_2020.pdf)



there are numerous hangars and outbuildings available for rent. More than half of the air traffic at Cecil is military, but many commercial transportation companies operate through the airport as well.<sup>55</sup>

Cecil Spaceport is still waiting to host its first launch. One of its customers, Generation Orbit, had scheduled the first launch of its Concept Z hypersonic testbed rocket for “early 2020”.<sup>56</sup> Another customer, Aevum, anticipated launching its orbital Concept X vehicle from Cecil in the third quarter of 2021.<sup>57</sup>

### **Houston Spaceport, TX**

While the aerospace industry has ties to Houston that predate NASA, the spaceport at Ellington Airport is a much more recent development. The spaceport obtained its launch site operator license in 2015 and has since embarked a series of infrastructure development activities.

Located in the southeast of Houston, Ellington Airport does not support passenger flights, and has only limited commercial cargo flights. NASA’s administrative, cargo, and training aircraft are based at the facility, including their T-38 Talon jets and parabolic-flight aircraft. The airport’s longest runway is 9,001 feet (2,744 meters) long, and there are numerous hangars and outbuildings available for rent.

Houston Spaceport has not, so far, focused on finding clients interested in launching from its facility. Rather, spaceport officials have focused on building a “space business park”, which has involved improving existing infrastructure and installing new roads, fiber optics, and ground equipment. Phase 1 of the space business park’s construction broke ground in June 2019.<sup>58</sup> Houston purchased a dormant Boeing facility (Houston Product Support Center), renaming it the Houston Aerospace Support Center (HASC), and completed construction of a new air traffic control

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<sup>55</sup> All information on runway length, aircraft operations, and airspace usage is publicly available through FAA Form 5010.

<sup>56</sup> Generation Orbit has targeted their first launch for late 2019 and January 2020; there is no public indication of a newly scheduled launch date. Generation Orbit has a wide range of potential launch options, including hypersonic, suborbital, and orbital vehicles. They have also tested extensively at Cecil, and plan to continue testing there after their first launch.

<https://generationorbit.com/generation-orbit-completes-hot-fire-test-of-go1-hypersonic-testbed-prototype-at-cecil-spaceport/> <https://news.wjct.org/post/following-delays-generation-orbit-expected-be-first-cecil-spaceport-launch-customer>.

<sup>57</sup> Aevum’s launch architecture is not publicly available, although they have won numerous launch contracts for small satellites, including from government customers. Their architecture does involve an aerojet first stage. <https://www.bizjournals.com/jacksonville/news/2019/09/18/cecil-spaceport-moves-one-step-closer-to-space.html>.

<sup>58</sup> The scope of Phase 1 includes “streets, water, wastewater, electrical power and distribution, fiber optics and communications facilities” and “the construction of 53,000 square feet of lab and office space”. The license can be found here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/HAS\\_LSO\\_L\\_June2020.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/HAS_LSO_L_June2020.pdf) <https://www.bizjournals.com/houston/news/2019/06/27/houston-airport-system-to-break-ground-on.html>.

tower with an aerospace mission control room. The first aerospace company to sign on as a tenant was Houston-based Intuitive Machines (setting up in the HASC), which is developing a lunar lander as well as high-altitude autonomous drones. While no launch companies are scheduled to launch at Houston Spaceport, some orbital vehicles, including SNC's Dream Chaser, could use its runways to land.<sup>59</sup>

#### **Midland International Air and Space Port, TX**

In September 2014, the FAA issued Midland International Airport its spaceport license, a first for an airport with regular commercial air service.<sup>60</sup> Midland is closely connected to parts of the aerospace industry, as well as nearby universities with active aerospace projects. Relative to other licensed spaceports, Midland is an active commercial airport, with a daily average of 26 commercial passenger flights on major airlines. Its longest runway is 9,501 feet (2,896 meters) long, and there is a nearby Space Port Business Park with office and manufacturing space available.

Midland's first space tenants were XCOR Aerospace, a propulsion and spaceflight company developing the Lynx suborbital RLV, and Orbital Outfitters, a spacesuit maker. While Lynx was being developed at Mojave Air and Space Port and all future flights were going to remain there, the company planned to move its development and manufacturing division to Midland. XCOR in 2016 laid off much of its staff, and in 2017 filed for Chapter 7 bankruptcy.<sup>61</sup> In addition, Midland developed the Midland Altitude Chamber Complex for Orbital Outfitters, but the company ultimately shut down shortly thereafter. Today, Midland Air and Space Port's only aerospace companies are satellite manufacturers. The largest is Avellan Space Technology & Science, a microsatellite manufacturer, which announced its intention to invest more than \$30M in a new 85,000-square-foot (7,897-square-meter) manufacturing facility at the spaceport business park.<sup>62</sup>

#### **Mojave Air and Space Port, CA**

Located north of Los Angeles, Mojave Air and Space Port is the most active horizontal launch spaceport in the U.S. Due to its proximity to Edwards Air Force Base, Mojave is a popular destination for air racing and flight testing. There is a substantial area of unrestricted airspace and a large supersonic corridor.

Mojave is tailored for many aerospace activities. Its longest runway is 12,503 feet (3,811 meters) long, able to accommodate the largest cargo planes. Mojave also has dozens of hangars, test sites, and office/storage facilities available for rent.<sup>63</sup> The

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<sup>59</sup> A list of tenants and partners is available on Houston Spaceport's website:

<https://www.fly2houston.com/spaceport/community/>

<sup>60</sup> License is available here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/Midland%20License%20LSO%2014-015%20renewal\\_09\\_12\\_2019.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/Midland%20License%20LSO%2014-015%20renewal_09_12_2019.pdf)

<sup>61</sup> <https://spacenews.com/xcor-aerospace-files-for-bankruptcy/>

<sup>62</sup> <https://spacenews.com/astscience-midland/>

<sup>63</sup> Details on available real estate are available from Mojave's website

<https://www.mojaveairport.com/business--leasing.html>



test sites include engine test stands and environmental testing. Due to Mojave's use as an aircraft boneyard, there are substantial scrap and manufacturing facilities available. While today only licensed for horizontal launch, Mojave has supported suborbital vertical launch in the past, including vertical takeoff-vertical landing vehicle testing.

Many launch companies have taken advantage of these accommodations. Mojave was a popular test site for several teams participating in the Ansari X Prize, most famously Scaled Composite's Concept Z SpaceShipOne, which successfully conducted the first privately funded suborbital spaceflight in June 2004 (just days after Mojave was licensed as a spaceport by the FAA).<sup>64</sup> Virgin Galactic's descendent vehicle, SpaceShipTwo, is being tested at Mojave prior to full operations at Spaceport America (see below). Virgin Galactic's sister company, Virgin Orbit, also tests at Mojave and plans at least the first four launches of its air-launched, orbital LauncherOne from there. Other horizontal launchers that have tested or operated out of Mojave include Stratolaunch, XCOR (bankrupt in 2017), and Orbital Sciences Corporation (purchased by Northrop Grumman in 2018).<sup>65</sup> Mojave also hosts non-horizontal launch companies: several vertical launch companies have tested at the site, including Masten Space Systems and InterOrbital Systems.<sup>66</sup>

#### **Oklahoma Air and Space Port, OK**

Operated by the Oklahoma Space Industry Development Authority (OSIDA), Oklahoma Air and Space Port is largely inactive as a spaceport today. Located at the Clinton-Sherman Airport, a former military base, the facility has one of the longest runways in the U.S. at 13,504 feet (4,116 meters). Airlines and large-body aerospace manufacturers use this runway due to its size and lack of obstructions at either end: Boeing is testing its 777 model and recertifying its 737-MAX at Clinton-Sherman. OSIDA's revenue comes almost entirely from a multi-million-dollar contract with the Department of Defense that allows military use of the runway; more than 95% of the traffic through the airfield is military.

The last space-related operations at the spaceport were more than a decade ago.<sup>67</sup> Rocketplane Kistler, and later Rocketplane Global, tested and operated from

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<sup>64</sup> License can be found here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/Mojave%20Air%20&%20Space%20Port%20LSO%2004-009%20\(R%20Rev6\).pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/Mojave%20Air%20&%20Space%20Port%20LSO%2004-009%20(R%20Rev6).pdf)

<sup>65</sup> <https://www.airspacemag.com/space/the-mojave-launch-lab-442836/>.

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<https://web.archive.org/web/20150218055359/http://www.kerngoldenempire.com/specialreports/story/d/story/kget-special-report-mojave-air-and-spaceport/84740/3hrM3k6tfEyhH0EWMVksIw>.

<sup>67</sup> OSIDA was founded in 2006. They argue that the Oklahoma Air and Space Port is particularly important as it is the only licensed space corridor that lies outside military-controlled airspace.

<https://okcfox.com/news/fox-25-investigates/twenty-years-in-was-oklahomas-space-investment-worth-it>.

Oklahoma until its bankruptcy in 2010.<sup>68</sup> Armadillo Aerospace tested both vertical and horizontal launch systems, including efforts aimed at the Ansari X Prize.<sup>69</sup> Today, OSIDA is negotiating with at least two undisclosed aerospace tenants to operate at the Oklahoma Air and Space Port.

### **Spaceport America, NM**

Self-advertised as "the world's first purpose-built commercial spaceport," Spaceport America (SA) has a wide range of operations and tenants, due in large part to the effective advocacy of the New Mexico Spaceport Authority. Since receiving its spaceport license in December 2008, SA has become a premier destination for amateur, early stage, and mature launch testing and operations, despite its remote location.

Much of the facility is used by Virgin Galactic: while it continues to test its Concept Z SpaceShipTwo operations from Mojave in California, Virgin Galactic will operate its commercial passenger suborbital flights from Spaceport America. Virgin Galactic has invested substantial amounts in facilities at SA, most famously its Gateway to Space hangar and customer building. Other operators from Spaceport America include:

- UP Aerospace – Vertical takeoff sounding rockets
- Armadillo Aerospace – Vertical takeoff suborbital rockets
- Exos Aerospace – Vertical takeoff suborbital rockets
- SpinLaunch – centrifugally accelerated orbital launch
- Boeing – CST-100 *Starliner* crewed vehicle testing
- TMD Defense and Space – propulsion testing

Past operators have included:

- SpaceX – reusable vehicle development; SpaceX retains rights to operate from SA in the future
- Google – high-altitude solar powered drones and Internet balloons
- X Prize Foundation – Early in development, SA was expected to hold frequent suborbital launch competitions

SA has a single runway with a length of 12,001 feet (3,658 meters), numerous terminals, hangars, and manufacturing facilities. Many tenants bring temporary structures or build their own facilities upon arrival for testing or operations. As SA is adjacent to White Sands Missile Range, there is substantial unrestricted airspace in the area, although launches at SA have been postponed due to conflicts with White Sands activities.

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<sup>68</sup> Kistler also planned a vertical takeoff, vertical landing vehicle called the K-1 which would have required a coastal launch site.

<https://web.archive.org/web/20060212231745/http://kistleraerospace.com/newsinfo/publications/vehiclestatus083104.pdf><http://www.newspacejournal.com/2010/07/07/farewell-rocketplane/>.

<sup>69</sup> <https://www.flightglobal.com/armadillo-aerospace-rocket-engine-flies/82596.article>  
<http://commercialspace.pbworks.com/f/Armadillo.pdf>.

### **Space Coast Regional Airport, FL**

The closest commercial airport to Kennedy Space Center, Space Coast Regional Airport, received its FAA spaceport license in May 2020. The application was proposed by the Titusville-Cocoa Airport Authority (TCAA), and sought to launch Concept X, Y, and Z vehicles.<sup>70</sup> Its runway is 7,320 feet (2,231 meters) long, less than half the length of the LLF, which is just eight miles away. TCAA proposed to build a large manufacturing facility and hangar, along with fueling and other infrastructure, specifically for suborbital RLVs.<sup>71</sup>

Although the airport is located close to a large and thriving aerospace industry, including Boeing’s space headquarters, it is unclear what benefits it would offer over alternative spaceport options in Florida beyond being “outside the fence” of federal launch sites.<sup>72</sup>

### *Overview of Support Services Offered by Spaceports*

As detailed above, the level of support services differs greatly between spaceports and between spaceport tenants. This is due in part to what the FAA requires from spaceport operators, and in part due to customer preferences.

The process for procuring a spaceport license from FAA AST focuses on safety to the uninvolved public, environmental impacts, safe handling of propellants, and spaceport security.<sup>73</sup> Most crucially, spaceports, like airports, are responsible for safe operations within their airspace. In most cases, U.S. spaceports are co-located with airports or landing strips. Flight control operations for aircraft and spacecraft are handled by the airport operator, as licensed by the FAA, or by the appropriate government agency (for example, the Air Force in the case of CCAFS). Tenants are expected to inform the spaceport operator well in advance of any tests and airborne operations, and spaceport officials contribute to launch control, particularly range operations.<sup>74</sup>

On top of these required services, as part of their business models, spaceports offer tiers of support services to customers. The less active spaceports, such as Houston

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<sup>70</sup> License is available here:

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/ast/licenses\\_permits/media/Final\\_TIX%20License\\_Apr%202020.pdf](https://www.faa.gov/about/office_org/headquarters_offices/ast/licenses_permits/media/Final_TIX%20License_Apr%202020.pdf)

<sup>71</sup> <https://spacenews.com/florida-airport-seeks-spaceport-license/>

<sup>72</sup> <https://spacenews.com/faa-establishes-spaceport-office-to-support-growing-number-of-launch-sites/> <https://www.thespacereview.com/article/3846/1>

<sup>73</sup> For details on the requirements to obtain a launch site operator license, see 14 CFR 420. For details on the requirements to obtain a reentry site operator license, see 14 CFR 433.

<https://www.ecfr.gov/cgi-bin/text-idx?SID=51287235c5ccd353a97ac56f8a8e023f&mc=true&node=pt14.4.420&rgn=div5>

<https://www.ecfr.gov/cgi-bin/text-idx?SID=51287235c5ccd353a97ac56f8a8e023f&mc=true&node=pt14.4.433&rgn=div5>

<sup>74</sup> Some spaceport tenants at Mojave and Spaceport America have attempted to minimize spaceport involvement in mission control due to intellectual property concerns. This is rare, however, due to close relationships between spaceport operators and their tenants.

Spaceport and Oklahoma Air and Space Port, operate as business parks.<sup>75</sup> The stated goal is to incentivize aerospace companies to move to and conduct business in the areas surrounding the spaceport. Many of the services offered at these spaceports are focused on infrastructure, including aircraft rescue and firefighting, office space, hangar infrastructure, access control, utilities, government liaison services, and public transportation.<sup>76</sup>

Other spaceports see substantially more launch activity and offer different services to different customers. At Spaceport America, for instance, some tenants choose to outsource more services to spaceport itself, such as facility maintenance, marketing, and engineering support. Other tenants prefer spaceport staff to remain distant from their operations, signing strict non-disclosure agreements and only interfacing with spaceport authorities for safety reviews and launch permits. For these clients, spaceports only provide runway access, land, and occasionally empty real estate. In almost all cases, spaceport tenants operate their own vehicle integration facilities, payload processing facilities, and propellant handling.

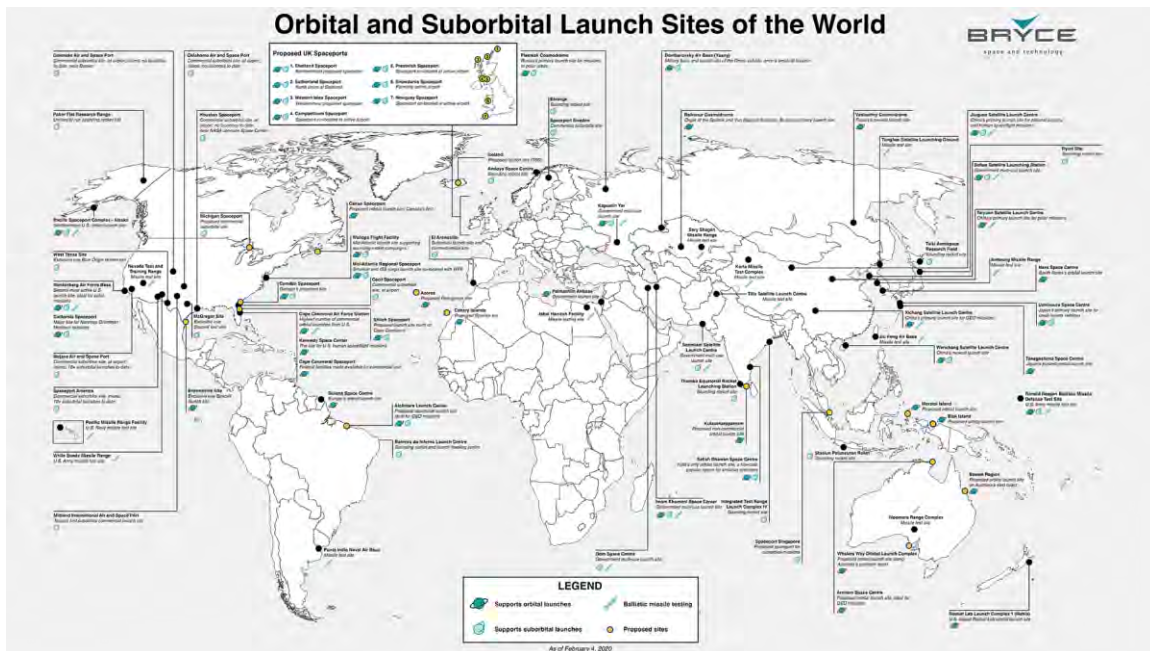
While some of the peer spaceports have supported occasional vertical launches in the past (notably Mojave and Spaceport America), all have focused on horizontal launch in their business development and marketing. It is common for these spaceports to advertise their runway lengths, as some suborbital RLVs require long runways for takeoff and landing. Nationally, this focus on horizontal launch has been motivated by a) substantial pre-existing horizontal launch infrastructure (i.e., runways), and b) the anticipated lower marginal cost of horizontal launch because suborbital RLVs are operationally similar to conventional aircraft. This is well-illustrated by the geographic distribution of commercial spaceports: while some have opted for remote locations, almost all peer spaceports are located near populated areas, making vertical orbital launch difficult.<sup>77</sup>

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<sup>75</sup> These spaceports have chosen not to build their business cases around operations, but focus on attracting early-stage aerospace companies to their areas. Houston Spaceport especially has focused on not just launch companies, also bringing in UAV and satellite manufacturers, as well as building aviation training facilities. <https://spacenews.com/commercial-spaceports-increase-focus-on-economic-development/>

<sup>76</sup> Utility and infrastructure expansion is particularly relevant for local and state government authorities. As the above spaceport authorities are operated by governments agencies, they are often able to compete by making their spaceports more attractive through governmental programs.

<sup>77</sup> The exceptions are Cape Canaveral and Kodiak Launch Complex, both of which predate the Ansari X Prize-inspired push for horizontally launched SRVs.



**Figure 1. Orbital and suborbital launch sites of the world, including major ballistic missile sites.**  
Source: Bryce Space and Technology.

### 3.1.3 Suborbital RLV Manufacturing Techniques Designed to Reduce Costs

#### *Simplicity of Design*

Reducing the number of parts is an obvious means to reducing the cost of a flight system. It translates into less hardware costs, but also facilitates more efficient maintenance for a reusable system and reduces the number of potential failure points.

The Spaceship Company, owned by Virgin Galactic, reduced the complexity of its launch system by using the same crew cabin and cockpit in both WhiteKnightTwo (the carrier aircraft) and SpaceShipTwo (the spacecraft). This approach allowed crew to simplify the manufacturing process, streamline maintenance, and provide a potential training platform for both spacecraft pilots and passengers.

#### *Composites*

Composites were introduced into aircraft manufacturing since shortly after the invention of the airplane, with birch impregnated with phenolic resin and fiberglass in the 1960s. Carbon composites have been used in aircraft manufacturing since the mid-1970s with aircraft like the F-14. The use of composites in rockets also dates back to the mid-1970s, with reinforced carbon-carbon being employed in rocket nozzles and the thermal protective system of the Space Shuttle.

Simplicity, resistance to corrosion, ability to be formed into complex shapes, low weight, and incredible strength made composites attractive for use in aircraft and spacecraft. Drawbacks are difficulty in using composites to contain cryogenic



propellants, susceptibility to moisture penetration, and cost of raw materials compared to common metal alloys.

Founded in 1982 by Burt Rutan, California-based Scaled Composites, now owned by Northrop Grumman, became known for its innovative use of composite materials in the manufacture of unique aircraft and spacecraft. While Scaled Composites was not the first to employ composites in aerospace, it popularized the practice. It built the White Knight and SpaceShipOne combination that won the Ansari X Prize in 2004 and became the basis for WhiteKnightTwo-SpaceShipTwo development during the nearly two decades since. The company started as a kit plane manufacturer notable for the composite *VariEze* aircraft conceived by Rutan in 1975. That characteristic carried through in the DNA of vehicles that followed like *Long-EZ*, *Voyager*, the first aircraft to fly around the world non-stop in 1986, and *Global Flier*, which made the first solo non-stop, non-refueled flight around the world, and SpaceShipOne and SpaceShipTwo, both spacecraft with structures entirely made of composite materials.

Rocket makers Rocket Lab and Orbex use composites as the primary material for structures. Rocket Lab uses composites for all of the structures on its Electron vehicle, a choice in part driven by a desire to speed up manufacturing in order to keep pace with anticipated manufacturing throughput of 50 vehicles per year.<sup>78</sup> Orbex's Prime vehicle, which carries 331 pounds (150 kilograms) to a Sun-synchronous orbit and is expected to launch for the first time in 2022, has a mass of 3,307 pounds (1,500 kilograms), about 30% less than if the vehicle were made of conventional metal alloys typically used.<sup>79</sup> SNC's *Dream Chaser* features a composite high-temperature pressurized airframe that will be covered in a thermal protection system. SNC is using composites because the material decreases the amount of thermal protection required compared to an aluminum primary structure and is less expensive. The woven construction also minimizes damage to the hot lower aeroshell during reentry.<sup>80</sup> The first *Dream Chaser* is scheduled to launch atop an Atlas V on a cargo mission to ISS in 2021.

### *Additive Manufacturing*

Additive manufacturing (AM) is the fabrication of three-dimensional objects using a computer aided design (CAD) model fed into a printer or printers. The printing process involves fusing either liquid or powder feedstock using deposition or lasers. As material is added with precision layer by layer, any shape can be produced, including extremely complex forms. AM simplifies the design and manufacture of parts, allows for rapid prototyping, and reduces the need to outsource to other suppliers. This approach, in turn, reduces manufacturing and warehousing costs,

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<sup>78</sup> Greenaway, Slade, "Exclusive Inside Look at Rocket Lab's Previously Secret New Mega Factory," *Everyday Astronaut* (October 11, 2018).

<sup>79</sup> Hoodin, Kimberly, "Commercial Orbital Rocket Relying on Carbon Fiber and Aluminum Composites to Soar," *Composites Manufacturing* (February 21, 2020).

<sup>80</sup> "Dream Chaser Spacecraft Primary Structure Arrives in Colorado," SNC press release (October 15, 2019).

safeguards intellectual property, allows for stricter quality control, and reduces lead times. AM contrasts with traditional subtractive manufacturing, or machining, in which tools are used to carve out a part from a block of metal or other material. Along with molding and casting, many parts may be necessary to produce the whole component or subsystem in traditional manufacturing. AM components can be fabricated with little to no required assembly, reducing the number of parts needed and associated costs, while also enabling new assemblies and optimized designs. In addition, AM can be used to generate replacement parts on demand and on location, reducing maintenance costs and down time.

Originally used for rapid prototyping of parts not destined for use in operational hardware, AM was embraced by the space industry once it became clear the approach could produce aerospace quality parts. AM does not appear to be a major aspect to the production of suborbital RLVs, a situation that may change in the future. For example, Blue Origin's New Shepard is powered by the BE-3, a conventionally manufactured engine that may feature some AM parts in the future; whereas the BE-4, which will power the company's large New Glenn orbital launcher, will feature several critical AM parts. Virgin Galactic largely uses conventional manufacturing techniques for SpaceShipTwo and its carrier aircraft, while its sister company, Virgin Orbit, employs some AM in the production of the LauncherOne orbital launch vehicle.<sup>81</sup> As these companies evolve, AM techniques developed for orbital vehicles may transfer to the manufacturing and maintenance of these suborbital RLVs.

Relativity Space is perhaps the leader in the space industry when it comes to applying AM. Relativity builds its Terran-1 vehicle using the company's proprietary Stargate factory, an all-in-one platform that automates manufacturing by vertically integrating intelligent robotics, software, and data-driven AM technology. The company expects to be able to print 95% of the Terran-1 within 60 days using Stargate by the end of 2020, with first launch of the vehicle planned for 2021.<sup>82</sup>

Rocket Lab employs AM in the fabrication of the Rutherford engines that power its Electron vehicle. Each Electron uses 9 Rutherford engines for the first stage and a single Rutherford for the second stage. The 35-kg engine features a combustion chamber, injectors, pumps, and main propellant valves built using electron-beam melting. By the end of July, the company had launched 13 Electron vehicles, translating to 128 operational burns (the Electron's first stage uses 9 engines and one for the second stage; because 2 of the 13 launches ended in failure, two second stages were lost).<sup>83</sup>

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<sup>81</sup> Werner, Debra, "A peak inside Virgin Orbit's factory," *Aerospace America* (May 31, 2017).

<sup>82</sup> <https://www.relativityspace.com/stargate>.

<sup>83</sup> The Electron suffered two failures, both of which meant the second stage, powered by one Rutherford, didn't have a chance to burn.

Blue Origin appears to be investing in AM capabilities. As of August 2020, Blue Origin was recruiting for multiple AM-related positions based at its Kent, Wash., headquarters. This includes both engineers and a director of AM production. The position description lists the projects as “launch and space vehicle systems,” which suggests this work is focused on the New Glenn orbital vehicle. AM techniques could be deployed at the New Glenn production and refurbishment facility near KSC, the vehicle’s launch site. The ability to produce parts on location to meet refurbishment needs would reduce warehousing and logistics costs. While suborbital vehicles do not need the same rigorous refurbishment, Blue Origin might seek to develop similar capacities for New Shepherd to reduce costs and increase launch cadence.

Other manufacturers of spacecraft and space components have included use of AM. In 2019, ArianeGroup and the European Space Agency (ESA) conducted a successful hot fire test of the BERTA (Biergoler Raumtransportaengine) as part of the Ariane 6 launcher development effort. The engine was produced using a form of AM called selective laser melting (SLM), using a nickel-based alloy (for the engine injection head) and stainless steel (for the engine combustion chamber). BERTA is a means to demonstrate AM for engine manufacturing and will be the basis for scaling up to larger liquid rocket engines.<sup>84</sup>

SLM Solutions, a German AM company, fabricated a large liquid rocket engine as one piece for UK-based Orbex, though it has not yet been hot fire tested. Orbex is developing a dedicated smallsat launch vehicle called Prime that will be built using SLM, a process that is expected to produce a flight structure 30% lighter and 20% more efficient than a typical launch vehicle of its scale.<sup>85</sup>

In 2017, the Defense Advanced Research Projects Agency (DARPA) awarded Florida-based start-up Rocket Crafters a \$542,600 research contract to develop its hybrid 3D printed rocket engine.<sup>86</sup> Using the company’s proprietary Direct-Digital Advanced Rocket Technology (D-DART), Rocket Crafters developed AM-produced solid motor fuel grains and liquid propellants designed to power an engine capable of 22 kiloNewtons of thrust. The company completed 49 hot fire tests of its Comet solid motor in May 2020.<sup>87</sup>

AM is likely to play a very significant role in the space industry in the years ahead. This has implications for the space supply chain and represents a quality control

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<sup>84</sup> Jackson, Beau, “ESA Completes First Test Fire of ArianeGroup 3D Printed Rocket Engine,” *3D Printing Industry* (February 25, 2019).

<sup>85</sup> “Orbex Builds World’s Largest Single-Piece Rocket Engine 3D Printed on the SLV@800 Selective Laser Melting Machine,” SLM Solutions press release (February 11, 2019).

<sup>86</sup> “DARPA Awards Rocket Crafters Contract to Design, Develop and Test Large-Scale Hybrid Rocket Engine,” Rocket Crafters press release (July 25, 2017).

<sup>87</sup> Hanaphy, Paul, “Rocket Crafters Completes Testing of 3D Printed Comet Engine,” *3D Printing Industry* (May 18, 2020).



challenge as inspection criteria and standards are developed for AM-produced aerospace hardware.

### **3.2 Industry Barriers**

This subsection addresses barriers to entry to the suborbital tourism market and the suborbital research and technology demonstration market.

The barriers to entry into the suborbital tourism market are high. These include capital investment and economies of scale. To a lesser extent, other barriers are intellectual property, distribution channels, government policy, product differentiation, and customer demographics.

#### **3.2.1 Technology**

Development of a crewed suborbital RLV capable of carrying spaceflight participants is technically challenging, especially for companies without access to the substantial resources available to the U.S. government. This is evidenced by the fact that it has taken 17 years for Scaled Composites, then Virgin Galactic, to develop the Tier 1b system (SpaceShipTwo and its carrier aircraft), which is expected to become operational in 2021.<sup>88</sup> Blue Origin's New Shepard, derived from the New Goddard test vehicle (2006-2007), has taken about 13 years to develop and is also expected to become operational in 2021.

It is nevertheless unfair to compare these commercial systems with similar programs undertaken by the U.S. government during the late 1940s through the 1970s, when a variety of so-called X-planes frequently took to the sky. These programs were often supported by substantial budgets and infrastructure. Another aspect that challenges comparison with early X-planes is the unique mission being undertaken by Virgin Galactic and Blue Origin, which is to provide a unique but safe flight experience to paying customers. X-planes, in contrast, were designed to explore the limits of aeronautics and astronautics with test pilots in the cockpit. Because the systems were used in a flight regime involving significant unknowns, many X-planes presented dangers to the pilots, and indeed many were killed as a result.

A key challenge in spaceflight is the development of a reusable system that can be routinely flown and maintained in safe manner. This is because of stresses imparted on the vehicle during high-speed flight and the resulting heating of its surface areas. Based on published information, Virgin Galactic, Blue Origin, and others seem to have sufficiently addressed these challenges.

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<sup>88</sup> Tier 1 consists of SpaceShipOne and its carrier aircraft, White Knight. SpaceShipOne was the vehicle used to win the Ansari X Prize in 2004. Tier 1b consists of SpaceShipTwo and its carrier aircraft, WhiteKnightTwo. At one point there was a Tier 2 involving an orbital launch and reentry system, but the status of this effort is unclear.

Another challenge is propulsion, since the high energies required involve risks associated with propellants. In 2007, Scaled Composites, then working on SpaceShipTwo, suffered a ground test accident when propellant exploded, killing three people.<sup>89</sup> Fortunately, no industrial accidents relating to suborbital RLV propulsion have apparently taken place since then.

SpaceShipTwo employs a unique flight configuration for the reentry phase of flight, leveraging experience with the successful SpaceShipOne test program. Called a “feather reentry system,” the variable geometry allows a vehicle to increase drag and glide to a landing, a configuration only possible with the relatively low speeds involved. The National Advisory Committee for Aeronautics (NACA) proposed this approach for the first time in 1958, and it was subsequently used for the X-15. The tragic loss of Virgin Galactic’s *VSS Enterprise* during a flight test in 2014 revealed how unforgiving spaceflight can be. In that incident, copilot Michael Alsbury was killed and pilot Peter Siebold was seriously injured following premature activation of the feather reentry system, resulting in loss of the vehicle. The National Transportation Safety Board (NTSB) identified lack of training, inadequate safety measures, and insufficient oversight by FAA as contributing factors.<sup>90</sup>

### **3.2.2 Capital Investment**

The most significant barrier to entry is high capital investment. Suborbital RLVs require substantial investments in sophisticated hardware and software, significant testing, and a highly skilled workforce with specialized experience. By 2016, Virgin Galactic had spent an estimated \$600M on development of SpaceShipTwo and its support infrastructure.<sup>91</sup> In July 2019, Virgin Galactic initiated a merger with Social Capital Hedosophia (SCH), an investment vehicle, raising several hundred million dollars of capital and allowing Virgin Galactic to become a publicly traded entity. SCH took on a 49% stake in Virgin Galactic at a valuation of \$1.5B, with the CEO of SCH, Chamath Palihapitiya, investing an additional \$100M.<sup>92</sup> Investors have continued to provide funding for start-up space ventures, including companies building suborbital and orbital launch vehicles; start-up space ventures attracted \$5.7B in financing of all types in 2019 alone, a record year.<sup>93</sup>

### **3.2.3 Economies of Scale**

At least in the near-term, economies of scale represent a barrier to suborbital tourism. The target market is expected to be relatively small initially, with modest growth in the years that follow. As the number of tickets and thus flights increase, the increased

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<sup>89</sup> Whitcomb, Dan, “Three killed in blast at rocket site in Calif,” *Reuters* (July 26, 2007).

<sup>90</sup> <https://www.nts.gov/investigations/AccidentReports/Reports/AAR1502.pdf>.

<sup>91</sup> Messier, Doug, “How Richard Branson Has Been Funding Virgin Galactic,” *Parabolic Arc* (January 26, 2015).

<sup>92</sup> Foust, Jeff, “Virgin Galactic to merge with investment company, go public,” *SpaceNews* (July 9, 2020).

<sup>93</sup> *Start-up Space: Update on Investment in Commercial Space Ventures*, Bryce Space and Technology (2020).

cadence may require the construction and maintenance of additional vehicles and attract further competition. This scenario should lead to a reduction in operating costs that translate into lower ticket prices. In 2019, Virgin Galactic CEO George Whitesides mentioned that the ticket price is likely to go up before ultimately dropping to \$60,000 “in a few years” following the start of commercial services.<sup>94</sup>

A related barrier involves customer demographics and the distribution of high-net-worth individuals throughout the world who might want to fly aboard a suborbital RLV. It is unclear, for example, if Chinese citizens will be able to fly aboard U.S.-regulated spacecraft. In 2019, 10% of HNWI individuals hailed from China, placing it second to U.S. (40%) in the number of millionaires in the world, overtaking Japan’s position. China’s share of UHNW individuals is also substantial and growing, with 18,130 to the United States’ 80,150.<sup>95</sup>

### **3.2.4 Government Policy**

For research and technology demonstration missions aboard suborbital RLVs, U.S. government policy and regulation could impede growth of this market because there is no approval process from NASA or NSF regarding human tended research flights.<sup>96</sup> The opposite is true of suborbital tourism, as a moratorium exists regarding the regulation of commercial human spaceflight by the FAA until at least 2023 to allow for the market to accumulate data that can then be applied to the development of appropriate regulations.<sup>97</sup>

There is an apparent demand for suborbital RLV capabilities in Europe, but access to U.S. providers like Blue Origin and Virgin Galactic appears problematic. It is very difficult for European researchers to obtain direct funding because of push in France to use parabolic flights by a French provider and in the UK because all funds have historically gone to the ESA (a situation true of other ESA members with smaller space budgets). NASA’s Research Opportunities in Space and Earth Science (ROSES) program has been successfully used by European researchers, typically in collaboration with U.S. academic institutions. In this program, the U.S. side provides space access and the European side brings the underlying science funding. This apparent need to secure two separate funding lines has been identified in interviews as a block to market growth.

### **3.2.5 Environmental Review**

The environmental impacts for commercial spaceport development at airports mirrors the environmental impacts associated with traditional aviation operations and generally are related to on construction, noise, air quality, and propellant

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<sup>94</sup> Weitering, Hanneke, “Virgin Galactic May Raise the Ticket Price for SpaceShipTwo Again,” *Space.com* (October 16, 2019).

<sup>95</sup> *Credit Suisse Global Wealth Report 2019*.

<sup>96</sup> Interview, March 28, 2019.

<sup>97</sup> Sheetz, Michael, “Shares of Virgin Galactic surge after announcement that it will train astronauts for NASA,” *CNBC* (June 22, 2020).

handling. The barriers are generally a result of the review process and not so much a result of expected environmental impacts. The review process typically results in significant delays in spaceport development. Environmental reviews are designed to address categories identified in FAA Order 1050.1 and are based on detailed plans provided by the applicant. Other issues may emerge as activity grows and these must be addressed in turn.

Spaceflight is particularly notable for the noise it creates, from launch events to sonic booms during and following reentry to engine testing. Typically, spaceports and test centers are located an adequate distance to ameliorate acoustic disturbances that would otherwise impact population centers. Of course, changes in industrial activity can cause an increase in noise level. For example, Merlin liquid rocket engine testing conducted by SpaceX at its McGregor, Texas, site has produced noise levels disruptive to the community. Instead of potentially relocating or entering into a challenging legal battle, SpaceX has worked with the community to schedule tests during hours considered acceptable to those living relatively nearby.<sup>98</sup> Recognizing an opportunity to leverage existing federal assets, NASA's Stennis Space Center (SSC) is actively seeking tenants by advertising its acoustic buffer zone, among other attributes. The SSC buffer zone consists of 506 square kilometers of marsh and woodland once used to test the Saturn V's massive F-1 engines, including full hot fire tests of all five first-stage engines simulating a launch. For some companies, this buffer zone also provides adequate seclusion to conduct proprietary activity, an added benefit that emerged as NASA sought private sector and government tenants.

## **4 20-Year Commercial Suborbital Launch and Reentry Forecasts**

### **4.1 Summary Forecast of Commercial Suborbital Launch and Orbital Reentry Activity**

#### **4.1.1 Methodology and Assumptions**

Bryce used a research- and analysis-based approach to forecast 20-year demand for suborbital RLVs, using primary research and publicly available data to identify two markets likely to have appreciable growth over the forecast period: 1) suborbital tourism and 2) research and technology demonstration on suborbital flight.

Bryce established two ticket prices to execute the model: \$250,000, which is the ticket price established for the first round of sales on commercially available Virgin Galactic flights; and \$100,000, an aspirational target for the market within the

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<sup>98</sup> Copeland, Mike, "McGregor sets new limits on SpaceX rocket noise," *Waco Tribune-Herald* (May 11, 2016).

forecast period. Two scenarios, baseline and growth, for each ticket price were modeled, for a total of four forecasts. The baseline forecasts for both markets show a projection of demand for seats and seat equivalents for research and development payloads. For suborbital tourism, the growth forecast includes a larger and faster-growing population of HNWI who may be interested in suborbital flight. For suborbital research and technology demonstration, the growth forecast incorporates a larger and faster growth of demand for suborbital research payloads across all sectors.

For the suborbital tourism market, the size of two populations of individuals who would be willing to purchase tickets on suborbital flights are estimated: HNWI and space enthusiasts. The total population of HNWI consists of individuals having a net worth of more than \$5M. This population was selected because, for them, the six-figure price tag currently on suborbital flights is not prohibitive. An estimate of price elasticity was applied to this population using data collected in a representative survey of HNWI preferences. Data collected through this multi-year survey include self-reported willingness-to-pay to participate in suborbital flight, highly ranking suborbital flight compared to other once-in-a-lifetime experiences, and stated likelihood of purchasing a seat on a suborbital flight. This estimate of price elasticity was used to estimate the number of HNWI interested in suborbital tourism and arrive at the total addressable HNWI population for the model.

A fly-out rate is applied to the addressable population to arrive at the number of individuals flying in a given year. This rate changes over time and resembles a technology adoption S-curve. The fly-out rate captures both the hesitancy to fly on unproven vehicles as well as some aspects of the limited supply of seats as vehicles first fly commercially during the early years of the forecast period. The result is that not all individuals who might want to fly in a given year take the opportunity to do so. It is also assumed that no individual would fly more than once over the 20-year period due to the high price tag and low level of supply.

In addition to the population of HNWI, there is a small population of “space enthusiasts.” These individuals have a very high willingness to pay and would spend a larger share of their net worth than the average person to purchase a seat on a suborbital flight. Because of their strong desire to fly on suborbital RLVs, Bryce assumes that space enthusiasts are not as hesitant to fly on new vehicles as HNWI, so all space enthusiasts projected to fly in a given year are expected to fly during that year.

Given the severity of the global economic and health crises caused by the COVID-19 pandemic, its impact is reflected generally in this forecast. The high degree of uncertainty regarding the ongoing situation makes it difficult to quantify the total impact on demand for suborbital tourism. The forecast includes a one-time reduction in the number of HNWI followed by a period of depressed growth for several years. Specific impacts of the pandemic on spending behaviors of HNWI, the

population of space enthusiasts, and the development of suborbital RLVs were not evaluated in this forecast.

For the research and technology development market, Bryce estimated the number of experiments or technology demonstration missions that might take advantage of suborbital RLVs. The number of projected experiments was converted into the equivalent number of seats on a suborbital flight they would occupy as cargo lockers. This allows the estimates of the two markets to be combined and compared with similar units. Dedicated research flights requiring a unique flight path are considered to occupy the equivalent seats of an entire vehicle, regardless of how much volume the experiment itself might occupy. This market does not include test flights of vehicles as part of the development process; however, this report provides a perspective on test flights from CASP in the conclusion section (Page 63).

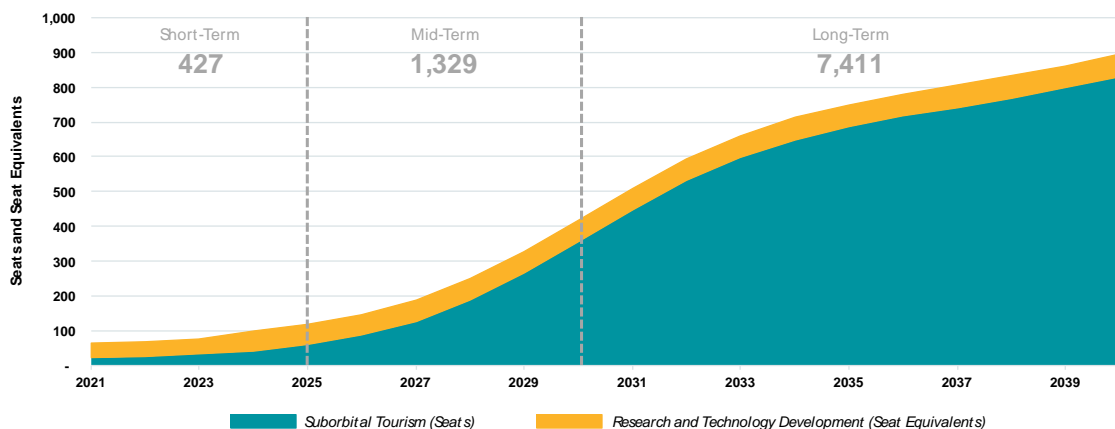
#### 4.1.2 Results

The forecast results show that suborbital tourism is a much larger market than the suborbital research and technology market. There are differences in magnitude, however, and these are described for each of the scenarios and two different price points.

##### Baseline scenario \$250K

For the baseline scenario at the \$250,000 price point, the number of seats and seat equivalents remains relatively low during the period 2020 to 2025, and begins to increase substantially from 2026 through 2030, continuing to grow before leveling off by 2040. The total number of seats and seat equivalents during the forecast period is 9,167, with the following near-, mid-, and long-term breakout (Figure 2):

- Near-term (2020-2025): 427
- Mid-term (2026-2030): 1,329
- Long-term (2031-2040): 7,411



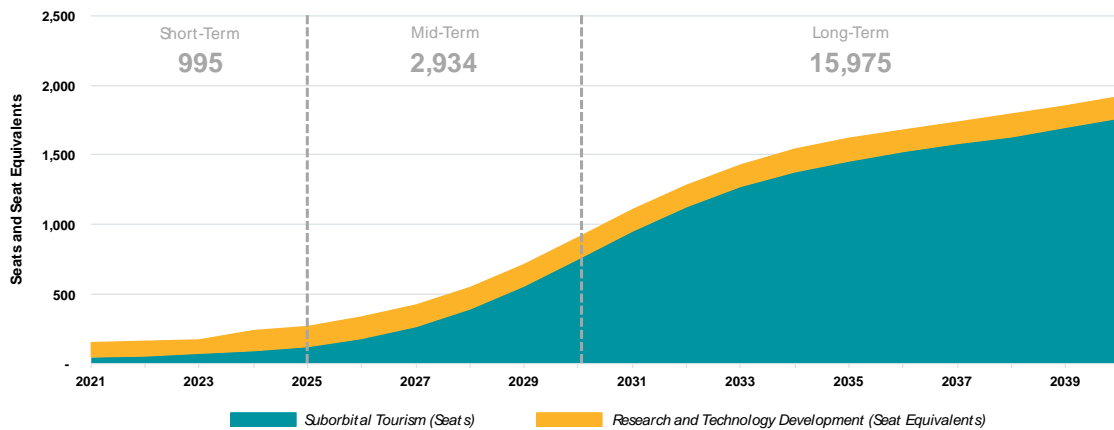
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Tourist Seats	23	27	33	43	60	86	128	187	265	356	448	532	599	650	687	717	743	769	798	831
R&D Seat Equivalents	41	42	42	58	58	60	61	62	62	62	63	63	63	64	64	64	64	64	64	64

**Figure 2. Number of seats and seat equivalents demanded, baseline scenario - \$250K price point.**  
Source: Bryce Space and Technology.

### Baseline scenario \$100K

For the baseline scenario at the \$100,000 price point, the number of seats and seat equivalents follows the same trend. As expected, the total number of seats and seat equivalents is higher than seen in the forecast for tickets at the \$250,000 price point. The total number of seats and seat equivalents during the forecast period is 19,904, with the following near-, mid-, and long-term breakout (Figure 3):

- Near-term (2020-2025): 995
- Mid-term (2026-2030): 2,934
- Long-term (2031-2040): 15,975



	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
Tourist Seats	49	57	71	92	127	184	272	398	563	755	953	1,130	1,273	1,380	1,460	1,523	1,578	1,635	1,696	1,766
R&D Seat Equivalents	103	104	104	144	144	149	151	154	154	154	156	156	156	159	159	159	159	159	159	159

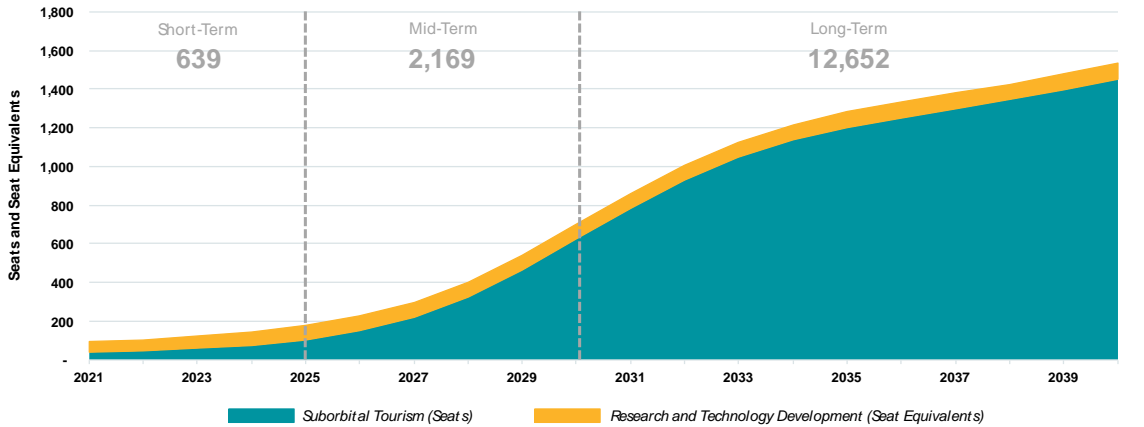
**Figure 3. Number of seats and seat equivalents demanded, baseline scenario - \$100K price point.**  
Source: Bryce Space and Technology.

### Growth scenario \$250K

For the growth scenario at the \$250,000 price point the total number of seats and seat equivalents during the forecast period is 15,460, with the following near-, mid-, and long-term breakout (Figure 4):

- Near-term (2020-2025): 639
- Mid-term (2026-2030): 2,169
- Long-term (2031-2040): 12,652





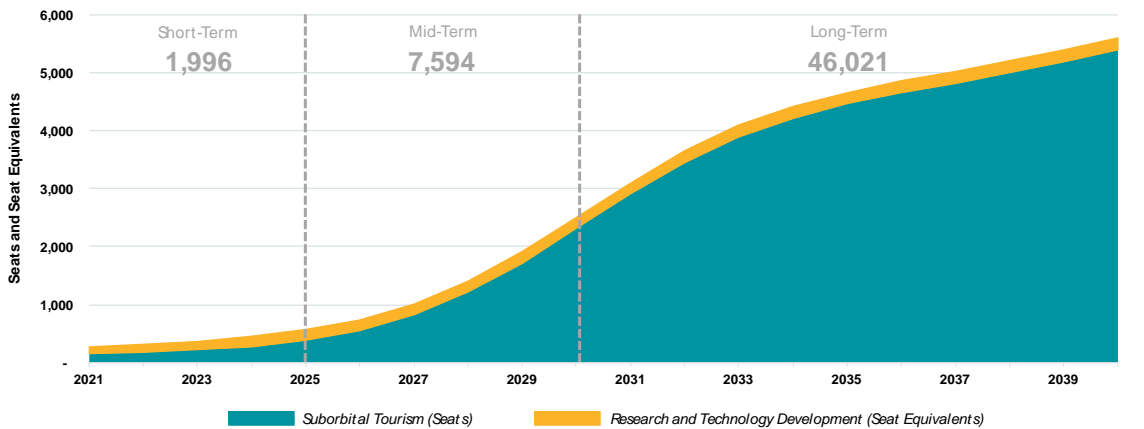
	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>Tourist Seats</b>	40	47	58	76	105	151	224	327	463	622	785	931	1,049	1,137	1,202	1,254	1,300	1,346	1,397	1,454
<b>R&amp;D Seat Equivalents</b>	54	55	63	70	71	74	75	75	79	79	79	79	79	80	80	80	80	80	80	80

**Figure 4. Number of seats and seat equivalents demanded, growth scenario - \$250K price point.**  
 Source: Bryce Space and Technology.

**Growth scenario \$100K**

For the growth scenario at the \$100,000 price point the total number of seats and seat equivalents during the forecast period is the highest of the projections at 55,611, with the following near-, mid-, and long-term breakout (Figure 5):

- Near-term (2020-2025): 1,996
- Mid-term (2026-2030): 7,594
- Long-term (2031-2040): 46,021



	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
<b>Tourist Seats</b>	149	176	217	282	390	562	831	1,216	1,721	2,311	2,915	3,458	3,895	4,222	4,465	4,657	4,828	5,000	5,188	5,402
<b>R&amp;D Seat Equivalents</b>	134	138	158	175	177	185	187	187	197	197	197	197	197	200	200	200	200	200	200	200

**Figure 5. Number of seats and seat equivalents demanded, growth scenario - \$100K price point.**  
 Source: Bryce Space and Technology.



### **4.1.3 CASP Addressable Market**

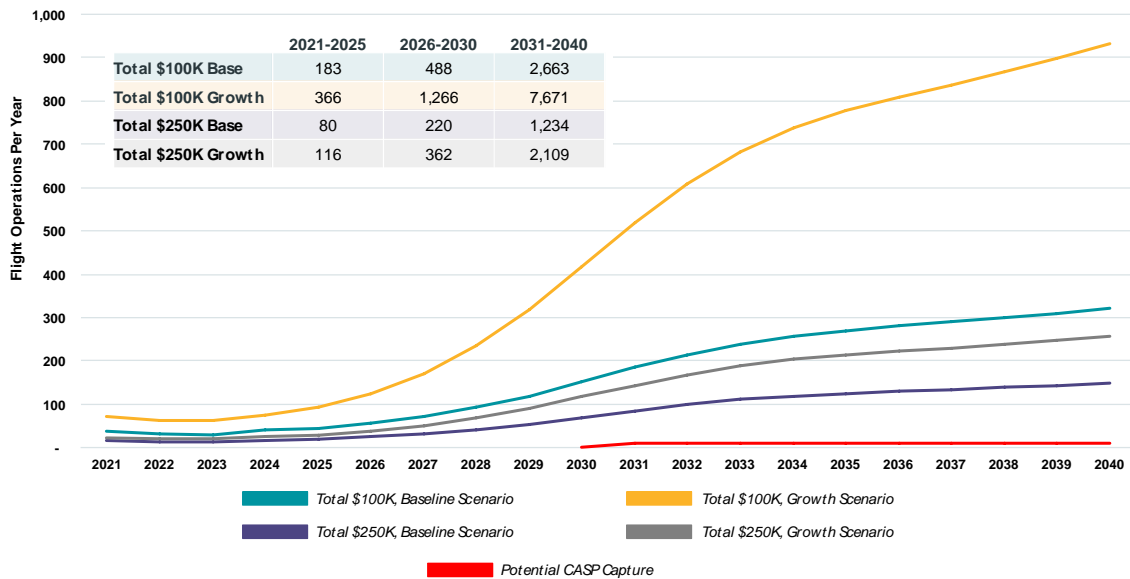
While the number of seats demanded is useful for estimating the overall size of the market for suborbital flights, the actual number of flight operations is more useful to spaceports seeking to service launch systems. The demand forecast of seats and seat equivalents on suborbital flights previously discussed will serve as a baseline for estimating the total amount of activity addressable by CASP. It is important to note that the demand forecast is launch system agnostic; vertical and horizontal launch systems are not considered differently by consumers in this model, and neither are the different Concept X, Y, and Z vehicles. While demand represented by the entire forecast is CASP-addressable, it is not realistic for one launch provider operating out of one spaceport to capture the entire market. Moreover, CASP will not accommodate vertically launched vehicles. This next step beyond the demand forecast aims to produce a reasonable estimate of the number of suborbital flights that could occur at CASP given expected market conditions.

#### *Converting to Number of Flight Operations*

As previously discussed, Virgin Galactic's SpaceShipTwo and Blue Origin's New Shepard systems are the only suborbital launch systems nearing commercial operation. Both vehicle systems support up to six passengers per flight. At full operation, this means the number of seats can be converted to a number of flight operations irrespective of the split in the market between providers. However, neither provider will have each flight at maximum capacity in the first years of operation. In investor filings with the SEC, Virgin Galactic indicated that in the first year of commercial operation flights would have only four passengers and that the number of passengers per flight would increase one per year until all flights were at the maximum capacity of six passengers in the third year of operation. Blue Origin has not publicly disclosed operational plans. However, its New Shepard vehicle does not have a pilot and the six-seat configuration includes all passengers. This unconventional design may make passengers uneasy and reduce the number of passengers per flight until the absence of a Blue Origin pilot or controller is normalized. Bryce assumes that any additional systems developed in the forecast period would have a similar configuration.

Without technical details or published business cases, it is not possible to determine when new vehicles will be introduced or how many flights such vehicles might make. In addition, precedent has established that development lead time for a suborbital RLV capable of carrying people is about ten years, making it unlikely these vehicles would enter commercial service until after 2040. Still, these vehicles would require test flights, which CASP could support with the appropriate license. Based on the number of glide and powered test flights conducted by Virgin Galactic, the only commercial HTHL suborbital RLV system ever developed, it can be assumed that an average of about ten test flight operations per year can be expected.

The estimated total number of flight operations per year is shown in Figure 6.



**Figure 6. Total number of flight operations per year by scenario and price point.**  
 Source: Bryce Space and Technology and Kimley-Horn.

### Factors Influencing the Vehicle Mix

For several reasons it is difficult to accurately predict the shares of suborbital flight operations that each type of vehicle will undertake. Vertical and horizontal vehicles do not have a strong distinction of service in themselves that will drive to demand to one form or the other. The division of demand will largely be driven by the differentiation of offerings between providers and the cost and availability of flight opportunities. Blue Origin is planning a vertical launch, vertical landing system and Virgin Galactic is planning a horizontal launch and horizontal landing, Concept Z-class system. Blue Origin’s New Shepard will reach a higher altitude than Virgin Galactic’s system, leading to a longer period of microgravity. Passengers will experience higher g-forces on the vertical launch system than the air-launched system.

Both Virgin Galactic and Blue Origin have repeatedly revised projections on their commencement of commercial operations. Original development timelines put the first commercial suborbital tourism flights as early as 2008. This historical inaccuracy makes it difficult to rely on current company projections for commercial service. Virgin Galactic has flown pilots and one passenger in previous test flights. The company has a backlog of over 600 paid spaceflight participants and an additional pool of over 700 customers with small down payments, representing over five years of backlog in all forecast scenarios. These two factors make Virgin Galactic the most likely to enter commercial service first, with operations likely to be the limiting factor in the first few years rather than demand.

As a privately owned company, Blue Origin has not disclosed much information about its intended pricing or operation. Rough estimates based on environmental assessments for the launch sites used by both companies, and current forecasts

provided by Virgin Galactic as part of its SEC filings, indicate that initially the two providers will have close to even numbers of launches in the first year of commercial operation. Blue Origin has not established a price for service nor begun selling tickets for its future flights.

Over the period of 2020-2030, the proportion of flight operations between Virgin Galactic and Blue Origin is likely to change based on several related factors. The lack of historical information or accurate projections from both companies makes it too difficult to determine the overall effect of these factors with an acceptable degree of certainty. However, it is possible to determine the way they will influence the proportion of flights by these two providers. These factors include the target markets of the two companies, the overall experience, and the differences in the flight profiles of the two vehicles.

Virgin Galactic is targeting very HNWI and is billing SpaceShipTwo as a luxury experience. It has indicated that ticket prices are likely to rise once commercial flights begin, sentiment that is mirrored in investor presentations that suggest there is additional room to raise prices without negatively impacting the number of reservations. In contrast, Blue Origin is positioning itself to target adventure tourists. Though no published information is available, this suggests a lower price point for seats on New Shepard compared to SpaceShipTwo. Over time, demand might shift towards one or the other depending on revealed consumer preferences, or one strategy may capture a larger portion of the population of HNWI. Blue Origin has not yet flown any astronauts or spaceflight participants but has flown more than 50 payloads and experiments for customers.<sup>99</sup>

Virgin Galactic's suborbital tourism experience includes corporate partnerships with Under Armour and Land Rover to provide space suits and transportation to the launch pad, respectively. Virgin Galactic anticipates its tourist launches taking place from its purpose-built facilities Spaceport America as a four-day experience from arrival to spaceflight. The experience with Blue Origin is expected to last two days from arrival at the site to spaceflight. Additionally, there are differences in the flight profiles of the two systems. SpaceShipTwo has a smoother flight with less acceleration on ascent than New Shepard, which hits 3Gs of acceleration on ascent. SpaceShipTwo glides to land on a runway, as opposed to the parachute landing of the New Shepard capsule.

The differences in the flight profiles are driven by the different technologies used and will likely evolve as those technologies continue to mature prior to and during commercial operations. SpaceShipTwo flies under its carrier aircraft for 90 minutes

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<sup>99</sup> Clark, Stephen, "Blue Origin reschedules New Shepard launch for Wednesday," *SpaceflightNow* (January 23, 2019); Clark, Stephen, "Blue Origin 'one step closer' to human flights after successful suborbital launch," *SpaceflightNow* (May 9, 2019); and "New Shepard Mission NS-12 Updates," Blue Origin press release (December 10, 2019).

from takeoff to landing, and has around four minutes of microgravity. New Shepard flies for only 11 minutes but has more time in microgravity and reaches a higher altitude. The exact duration of the flight and time in microgravity may change as improvements are made to the vehicles, but the underlying difference between the horizontal and vertical flight may cause consumers to favor one over the other.

Initially, the estimated number of flight operations may be weighted toward the pre-sales of Virgin Galactic for the tourism market. This advantage will likely level out after a few years and may shift toward Blue Origin if they offer a price advantage that provides access to a greater pool of potential customers. Blue Origin is likely to have an advantage of the research and development market with a longer period of microgravity per flight, lower cost, and a greater focus on the market.

These factors will cause the proportion of suborbital flights between Virgin Galactic and Blue Origin to shift from a relatively even split over the period of 2021-2030. Beyond that, it is possible, but unlikely, that additional competing suborbital flight systems will be developed. This could include Concept X and Y vehicles, or additional Concept Z or VTVL systems. Presently, it is unlikely that such vehicles would be commercially viable within the window of this forecast. This conclusion is based on historical precedent, as several other suborbital development programs over the past decade have failed, including Rocketplane XP and the Lynx Mark II/III. Further, the two systems that are anticipated to finally begin commercial operations have been under development for almost two decades with significant financial resources provided by the personal financial support of billionaires. Given the circumstances and difficulty for a company to successfully develop a suborbital launch system, it is unlikely that a third serious competitor will enter the market before 2040. The chances of a third entrant succeeding would likely be driven by the success of the suborbital spaceflight market between Virgin Galactic and Blue Origin.<sup>100</sup> With a proven business model and sustained demand, a vibrant suborbital spaceflight sector might attract the investment necessary to develop a third vehicle, which could take market share from either Virgin Galactic or Blue Origin. Without knowing the specifications it is impossible to forecast the number of commercial flights this vehicle system might make. Absent the development of a third competing system, from 2030-2040 Virgin Galactic and Blue Origin will continue to share the market for suborbital tourism, with the shares of the market determined by the factors previously discussed.

### *The CASP Addressable Markets*

Given the factors that will influence the proportions of horizontally and vertically launched suborbital flights, a basic picture of the number of flights that could occur

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<sup>100</sup> SpaceX is developing the Starship, a two-stage system composed of the Super Heavy booster and a large vehicle called Starship. It is conceived as an orbital launch system, but Elon Musk, the company CEO has proposed using Starship as a suborbital PTP transportation system. In this report and because of a lack of details on this approach, it is assumed the vehicle will be used exclusively for orbital missions.

at CASP can be pieced together. CASP is not suitable for vertical launch systems like New Shepard. This accounts for approximately half of the flights over the first 10 years of the forecast period. CASP is not licensed for Concept Z-type horizontal suborbital systems like SpaceShipTwo, but with the appropriate FAA license modifications those flights could occur at CASP. That would be approximately half of the flights through 2030. Beyond 2030, the deployment of new vehicles would influence the number of flights that could occur at CASP. Should one be developed, flights of a Concept X vehicle could occur at CASP without a license modification. Meanwhile, CASP would require a license modification if a new Concept Y vehicle was developed. Without technical details or published business cases, it is not possible to determine how many flights such vehicles might make. Further, because development lead times are at least ten years (based on progress by existing, well-funded providers), it is unlikely these vehicles would enter commercial service by 2040. Regardless of new competition, from 2030-2040 both Virgin Galactic and Blue Origin will still be major competitors in the suborbital RLV markets.

While it is possible for Virgin Galactic to operate at CASP with the appropriate license modifications, there are constraints on the proportion of its missions that could occur. Under its lease terms at Spaceport America, Virgin Galactic must operate a certain number of flights at Spaceport America before operating at additional spaceports (estimated to be 240 flights annually and 1,369 seats), and cannot operate less than 75% of its total flights at Spaceport America.<sup>101</sup> Based on Virgin Galactic's own projections, it will not meet the minimum number of flight operations stipulated by the lease, which means it will not operate at another spaceport until the lease ends in 2028. The lease could be renewed for another five years, but the flight requirements might not be the same as the original term. Additionally, Virgin Galactic has signed memoranda of understanding to operate in Italy and the United Arab Emirates, signaling its intent to start operations at global spaceports sometime in the future.

Table 7 summarizes a reasonable scenario based on findings that project horizontal takeoff/horizontal landing suborbital RLVs at CASP by estimated number of spaceflight participants, number of operations (launch and reentry), and number of vehicles based at the site. As described earlier, no suborbital RLV activity is anticipated during the period 2021-2030; however, during the following decade, it is possible that some suborbital activity could take place at CASP. Successful business development on the part of CASP and growth of the suborbital RLV market generally increase the likelihood this activity is realized. Both conditions may lead

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<sup>101</sup> This estimate is based on a review of the lease document. It seems to indicate that until the lease expires in 2028, at best 25% of Virgin Galactic's flights can be addressed outside of Spaceport America. According to the minimums in Exhibit H, this translates to 240 flights and 1,369 seats annually (~5.7 seats/flight), possible only once Virgin Galactic has hit the minimum amount of activity at Spaceport America.

to expansion of operations by existing providers in terms of number of vehicles and launch sites, but also the introduction of competitors.

The number of HTHL suborbital RLV operations at CASP under these conditions could be expected to be between 30 and 100, reflecting a mix of test flights under FAA AST Experimental Permits and licensed operational flights. Suborbital RLV launches from CASP are expected to reenter and land at CASP. The number of spaceflight participants depends on several factors, including regulatory requirements (an operator license authorizing commercial activity versus an experimental permit, which does not authorize commercial activity), vehicle flight rate, vehicle capacity, and other parameters. Based on the number of operations and assuming that the notional vehicles used in this analysis can carry 6 individuals on no more than 5 flights per year, it is assumed that up to 300 spaceflight participants may be launched from CASP. It is assumed that to support this level of flight operations, at least 2 suborbital RLVs would be based at CASP such that flight tests or operations can continue in the event one vehicle is down for maintenance or inspection.

	Current	2021-2025	2026-2030	2031-2040	CAGR	Remarks
<b>Number of Spaceflight Participants</b>						
TOTAL SPACEFLIGHT PARTICIPANTS	0	0	0	0-300	N/A	Assume up to 6 spaceflight participants per vehicle. An FAA AST license is required for commercial operations to carry spaceflight participants. An Experimental Permit enables testing of vehicles, but commercial operations are not authorized. Therefore, a range of 0-300 is anticipated as vehicle testing transitions to operational flights.
<b>Number of Operations</b>						
Launches of Suborbital HTHL Vehicles	0	0	0	15-50	N/A	The assumption is that for every launch from CASP, a reentry occurs at CASP. The type of vehicle (Concept X, Y, or Z) will be determined by individual system development over the next decade.
Reentries of Suborbital HTHL Vehicles	0	0	0	15-50	N/A	
TOTAL OPERATIONS	0	0	0	30-100	N/A	
<b>Based Suborbital RLV</b>						
Suborbital HTHL Vehicles	0	0	0	Up to 2	N/A	To support the number of flights above, it is assumed that 2 suborbital RLVs would be preferred at the site to maintain assured activity in the event a vehicle is grounded.
TOTAL BASED SUBORBITAL RLV	0	0	0	Up to 2	N/A	

**Table 7. Summary of CASP projections.** Source: Bryce Space and Technology and Kimley-Horn.



## 4.2 Determination of CASP's Critical Suborbital Vehicles

This subsection identifies the selection and recommendation of critical suborbital vehicles for use in subsequent facility planning evaluations using actual systems that were pursued in sufficient detail. The selection and recommendation of vehicles is not an endorsement or otherwise meant as a final determination of which companies or systems will operate at CASP. It is meant only as a tool for assessing potential needs and facilitate site planning.

The critical suborbital vehicle will consist of a single suborbital vehicle in each of the three licensed suborbital vehicle categories described earlier in the report and reviewed here:

- Concept X: Vehicles that take off from and land on a runway under jet power, but also carry a rocket engine which is used to propel the vehicle into suborbital space.
- Concept Y: Vehicles that use a rocket engine for take off from a runway and glide to a landing following completion of the mission.
- Concept Z: Vehicles composed of two stages; one is a jet-powered carrier aircraft that releases a rocket-powered spacecraft capable of suborbital flight, which then glides to a landing on a runway.<sup>102</sup>

### 4.2.1 Concept X Vehicles

There are currently no Concept X vehicles in operation, despite several systems that have been under development during the past several decades. An historic vehicle of this type is the NF-104A, a modified jet-powered aircraft outfitted with a rocket engine that could propel its single occupant to an altitude of 22.4 miles (36 kilometers). Though it did not come close to reaching a 62-mile (100-kilometer) altitude, the NF-104A, flown from 1963 to 1971, was used to test reaction control thrusters in a near vacuum environment, among other things.

Some vehicles of this type were proposed in the early 2000s, including Rocketplane XP, being developed by Pioneer Rocketplane (now Rocketplane Global Inc., based in Wisconsin). This vehicle would have used two jet engines for take off and landing, and use a single rocket engine to achieve an altitude above 100 km. The company has revised the vehicle design to enable aerial fueling of rocket propellants prior to powered flight into suborbital space. The company is likely still seeking financing to continue pursuing this project, though updates have not been published since 2017.<sup>103</sup>

Japan-based PD Aerospace, founded in 2007, is a small company (28 employees) developing a suborbital spaceplane featuring a jet-rocket hybrid engine.<sup>104</sup> The

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<sup>102</sup> <file:///Users/phil.smith/Downloads/global-wealth-report-2018-en.pdf>.

<sup>103</sup> <http://www.rocketplane.com/IndexXS.html>.

<sup>104</sup> <https://pdas.co.jp/en/company.html> (accessed September 4, 2020).

company intends to sell suborbital tourism tickets for an estimated \$153,000.<sup>105</sup> Though the company plans to introduce an operational vehicle by 2023, few updates have occurred since 2018.

UK-based Reaction Engines is developing a vehicle system that is similar to a Concept X vehicle, the Skylon, derived in part from work in the 1980s toward development of the Horizontal Take-Off and Landing (HOTOL) vehicle. Though the Skylon employs a hybrid jet-rocket engine called SABRE, it is designed to achieve orbital velocities. Despite focus by the media on Skylon, the company is exploring the use of the SABRE engine in hypersonic and suborbital applications, specifically point-to-point (PTP) transportation.<sup>106</sup> Reaction Engines is pursuing development of a hypersonic aircraft called the Hypersonic Test Bed (HTB) designed to demonstrate use of SABRE.

**Because of its relatively advanced stage of development before cancelation in 2010, the Rocketplane XP is recommended as a basis for modeling CASP capabilities designed to support Concept X vehicles.**

<b>Company</b>	Rocketplane Global, Inc.
<b>Crew/Passengers</b>	1 crew, 5 passengers
<b>Maximum Altitude</b>	62+ mi (100+ km)
<b>Maximum Payload</b>	Undisclosed
<b>Maximum Speed on Ascent</b>	Undisclosed, likely Mach 2-3
<b>Primary Propellant (Jet Engine)</b>	Jet A-1
<b>Primary Propellant (Rocket Engine)</b>	LOX/RP-1
<b>RCS Propellant</b>	Undisclosed
<b>Launch Site(s) (Proposed)</b>	Cecil Spaceport, Oklahoma Air and Space Port, Houston Spaceport
<b>Minimum Preferred Runway Length</b>	10,000 ft (3,048 m)

**Table 8. Concept X baseline vehicle.** Sources: “Final Environmental Assessment, Finding of No Significant Impact, and Record of Decision for the Houston Spaceport, City of Houston, Harris County, Texas” (June 2015) and “Final Environmental Assessment for the Oklahoma Spaceport” (May 2006).

#### 4.2.2 Concept Y Vehicles

As is the case with Concept X vehicles, there are no Concept Y vehicles in operation. The EZ-Rocket was a Rutan-designed Long-EZ aircraft modified by XCOR Aerospace by replacing its propeller engine with rocket engines. The experimental aircraft, which never exceeded an altitude of 1,219 feet (4,000 meters), informed development of XCOR’s Xerus vehicle and later the Lynx, both of which would have been classified as Concept Y vehicles but never came to fruition. The Lynx Mark II

<sup>105</sup> “Japan’s PD Aerospace Defines Spaceplane Plans, Costs, And Timeline,” *SpaceWatch.com* (September 17, 2018).

<sup>106</sup> <https://www.reactionengines.co.uk/beyond-possible/flight-applications>.



was designed to exceed an altitude of 62 miles (100 kilometers). The Lynx Mark III was essentially the same vehicle, but would have featured a dorsal compartment carrying an upper stage for the deployment of small satellites.

**Because of its relatively advanced stage of development before cancelation in 2017, the Lynx Mark II/III is recommended as a basis for modeling CASP capabilities designed to support Concept Y vehicles.**

<b>Company</b>	XCOR Aerospace
<b>Crew</b>	1-2
<b>Maximum Altitude</b>	66.5 mi (107 km)
<b>Maximum Payload (Suborbital Apogee)</b>	264.6 lb (120 kg)
<b>Maximum Payload (LEO)</b>	1,433 lb (650 kg), smallsat plus upper stage
<b>Maximum Speed on Ascent</b>	Mach 2
<b>Primary Propellant</b>	LOX/RP-1
<b>RCS Propellant</b>	Undisclosed non-toxic formula
<b>Launch Site(s) (Proposed)</b>	Mojave Air and Space Port, Midland International Air and Space Port, KSC LLF, Oklahoma Air and Space Port
<b>Minimum Preferred Runway Length</b>	9,501 ft (2,896 m)

*Table 9. Concept Y baseline vehicle. Sources: “Final Environmental Assessment for the Midland International Air and Space Port, City of Midland, Midland County, Texas” (September 2014) and “Final Environmental Assessment for the Oklahoma Spaceport” (May 2006).*

#### 4.2.3 Concept Z Vehicles

Virgin Galactic’s Tier 1b system, composed of WhiteKnightTwo and SpaceShipTwo, represent an active Concept Z vehicle. Though the system is still undergoing test flights, it is expected to become operational in late 2020 or early 2021. Virgin Galactic has obtained a license from FAA to operate SpaceShipTwo as a commercial system, a necessary step allowing the company to conduct powered test flights of the vehicle.

Stratolaunch LLC, based in Seattle, Washington, offers a large carrier aircraft (built by Scaled Composites) as a platform for carrying a launch vehicle. Current plans for the carrier aircraft remain in flux, though plans for it to carry up to three Northrop Grumman Pegasus XL launch vehicles continue to be pursued. Stratolaunch is reportedly developing an orbital spaceplane called Black Ice and a hypersonic test vehicle called Talon-A, both uncrewed systems. The latter would achieve speeds up to Mach 7 and may be used for suborbital flight testing by 2022. Talon-A may lead to the development of a larger version called Talon-Z. The carrier aircraft, nicknamed Roc, flew for the first time in 2019 from Mojave Air and Space Port, using a 12,503-foot (3,811-meter) runway. It is unclear if Roc requires a runway of this length; CASP runways may need to be reinforced and lengthened to support the aircraft.

**SpaceShipTwo (together with its carrier aircraft) is recommended as a basis for modeling CASP capabilities designed to support Concept Z systems.**

<b>Company</b>	Virgin Galactic
<b>Crew/Passengers</b>	2 crew, 6 passengers
<b>Maximum Altitude</b>	68.4 mi (110 km)
<b>Maximum Payload</b>	Undisclosed
<b>Maximum Speed on Ascent</b>	Mach 3
<b>Primary Propellant (WhiteKnightTwo)</b>	Jet A-1
<b>Primary Propellant (SpaceShipTwo)</b>	Hydroxyl-terminated polybutadiene (HTPB) fuel and liquid nitrous oxide
<b>RCS Propellant</b>	None (no RCS)
<b>Launch Site(s)</b>	Mojave Air and Space Port, Spaceport America
<b>Minimum Preferred Runway Length</b>	12,000 ft (3,657 m)

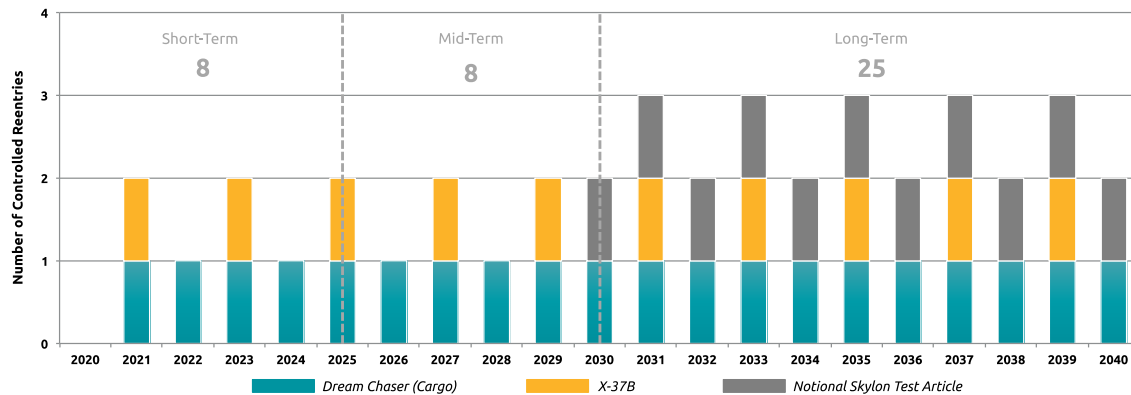
*Table 10. Concept Z baseline vehicle. Source: “Environmental Assessment for the Launch and Reentry of SpaceShipTwo Reusable Suborbital Rockets at the Mojave Air and Space Port” (March 2012).*

### 4.3 Projection of Potential Orbital Spacecraft Reentry Candidates

Several orbital vehicles requiring horizontal reentry and landing support represent potential opportunities for CASP, including the Air Force’s X-37B, Sierra Nevada Corporation’s Dream Chaser, and UK-based Reaction Engines’ Skylon. The X-37B is in operation and the others are in varying stages of development.

Figure 8 illustrates the projected number of reentry events by orbital winged spacecraft during the forecast period. These are vertically launched systems for orbital missions and represent a different market than the suborbital forecasts previously discussed. One of the vehicles, the Air Force’s classified X-37B Orbital Test Vehicle (OTV), is operational and is assumed to remain so during the forecast period.<sup>107</sup> As of August 2020, two X-37B vehicles are in operation. Dream Chaser, manufactured and operated by SNC, is expected to become operational in 2021, delivering cargo to the ISS at least once per year. Finally, this forecast assumes UK-based Reaction Engines will develop a suborbital flight article designed to test the company’s SABRE engine in a real-world operational environment. This vehicle is a notional sub-scale version of the Skylon, which is an orbital launch vehicle expected to become operational after 2040, assuming financing and demand are capable of sustaining such a system.

<sup>107</sup> The X-37B is an Air Force asset, but launch, on-orbit operations, and landing are managed by the U.S. Space Force.



**Figure 8. Projected reentry events by orbital winged spacecraft.**

The orbital reentry events shown in Figure 8 are potentially CASP-addressable, though unlikely. CASP could theoretically serve as alternate (backup) landing sites for the X-37B and Dream Chaser. Following landing of OTV-4 at KSC in 2017, the Air Force indicated its intent to shift all X-37B activities next door to Cape Canaveral Air Force Station;<sup>108</sup> indeed, the X-37B did land at the LLF following OTV-5 in 2019. VAFB is likely a secondary landing site, having already proven its viability. Likewise, SNC’s Dream Chaser will be launched from CCAFS and will land at the LLF. CASP could be designated as an alternate landing site for Dream Chaser, but there are no published plans for this.

For this forecast, it is assumed that should development of Reaction Engines’ Skylon proceed as planned it will not become operational by 2040. However, it is probable that a subscale suborbital system will be developed to bridge the gap between SABRE engine testing on the ground and atmosphere to testing in the space environment. Such a vehicle could use CASP as a U.S. landing site if testing requires point-to-point scenarios. This testing would probably occur sometime after 2030.

The only operational system is the reusable X-37B, owned by the U.S. Air Force and operated by the U.S. Space Force (USSF). The OTV, first launched in 2010, is a small, autonomous space plane designed to support research and technology development. The OTV is launched vertically, covered by a payload fairing. The USSF operates two of these vehicles, which are launched from CCAFS either aboard an Atlas V 501 or a Falcon 9. After significant time in orbit (the longest mission was 780 days), the vehicle reenters the atmosphere and lands on a runway at KSC or VAFB, with Edwards AFB used as a backup. The runways at KSC and VAFB are 4,572 meters (15,000 feet) long. Vehicle processing takes place at Orbiter Processing Facilities 1 and 2 (OPF-1 and OPF-2) at KSC; therefore, a cargo plane is required to transport the vehicle from VAFB or Edwards to KSC. Operational and processing procedures for the X-37B are classified and as a result it is not known with certainty what facilities are required to support the X-37B upon landing and its subsequent preparation for return to CCAFS. However, it is known that special handling is

<sup>108</sup> Ray, Justin, “X-37B spaceplane returns to Earth and makes autopilot landing in Florida, *Spaceflightnow.com*, May 7, 2017.

required because the vehicle is powered by a single AR2-3, an Aerojet Rocketdyne engine that uses highly toxic hypergolic propellants. In addition, strict security measures are necessary during all phases of vehicle processing and operations.

The reusable Dream Chaser is a cargo space plane manufactured and operated by SNC. Like the X-37B, this vehicle is launched vertically, with wings folded and shrouded within a payload fairing (the crew version, should it be pursued, will not be enclosed in a fairing as the wings cannot be folded). An Orbitec Vortex engine provides primary propulsion, burning relatively benign propellants propane and nitrous oxide. After completing its cargo delivery mission to the ISS, it reenters the atmosphere and lands on a runway, nominally the KSC LLF.<sup>109</sup> It is then safed and transported to the Commercial Crew and Cargo Processing Facility (C3PF) adjacent to the LLF for processing. The company expects to launch Dream Chaser for the first time in late 2021 aboard a Vulcan launch vehicle. It is notable that SNC's Space Systems division, where Dream Chaser is manufactured, is located in Louisville, Colorado, relatively nearby to CASP.<sup>110</sup> Notably, SNC signed a contract with the DoD for a Dream Chaser mission using the Shooting Star space transport vehicle, a non-returnable autonomous platform carried behind the Dream Chaser for selected missions.<sup>111</sup>

Several non-U.S. space plane concepts are under development. Most of these are not expected to be addressable to CASP, as they are government programs and preference will be placed on supporting indigenous capabilities. These include ESA's Space RIDER, a small space plane planned for initial launch in 2022 aboard a Vega-C rocket; the European multinational Air Launch space Transportation using an Automated aircraft and an Innovative Rocket (ALTAIR); PD Aerospace's X07 space plane with planned first launch in 2023; and the Indian Space Research Organization's (ISRO) RLV-TD prototype currently undergoing flight tests.

Potential non-U.S. opportunities exist with two commercial systems being developed in the UK. The SABRE engine being developed by Reaction Engines, a CASP business partner, is essentially an air-breathing rocket propulsion system that burns liquid hydrogen and liquid oxygen. This engine is key to the larger scale development program involving the uncrewed Skylon single-stage-to-orbit (SSTO) vehicle, which may, at least in prototype form, fly during the forecast period. Reaction Engines has received nearly \$200 million in funding from a variety of sources, including the UK government, and is likely to continue development activities through the next several years.<sup>112</sup> In its current configuration, Skylon will require an unprecedented 5,900-meter (19,357-foot) runway, making operations at

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<sup>109</sup> Miller, Amanda, "Landing site sought for UN's Dream Chaser mission," *Room* (October 23, 2019).

<sup>110</sup> <https://www.sncorp.com/who-we-are/business-areas/space-systems/>.

<sup>111</sup> Trevithick, Joseph, "The Pentagon Moves To Launch Its Own Experimental Mini Space Station," *The Drive* (July 15, 2020).

<sup>112</sup> Bryce start-up space investment database.

CASP unlikely without significant development.<sup>113</sup> However, the company anticipates conducting flight tests of its SABRE engine beginning in 2025, presumably with a scaled-down vehicle.<sup>114</sup> Another UK-based company, Orbital Access, is developing the Orbital 500R space plane, a small spacecraft that would be launched from a conventional airport. Orbital Access has received some investment, but not nearly at the same level as Reaction Engines. The Orbital Access system could theoretically be serviced at CASP.

## **4.4 General Characterization of Manufacturing, Infrastructure, and Transportation Modes Supporting Suborbital RLVs**

### **4.4.1 Manufacturing**

Because of their reusability and the relatively small markets involved, suborbital RLVs will likely continue to be manufactured artisanally, with only a few vehicles built and each likely to exhibit unique characteristics. Virgin Galactic, for example, envisions building five vehicles during the forecast period. Other companies, especially those with less financing, will not build as many.

Vehicle reusability, however, presents new opportunities for the space industry in the form of ongoing maintenance. SpaceX is the first launch service company to routinely reuse launch vehicle first stages. The company has refurbished about 60 Falcon 9 cores to date, proving that systems employing rocket engines and cryogenic propellants can be returned following a very dynamic flight regime. While the company has not published how or at what cost it refurbishes first stages, it is reasonable to conclude that this involves a set of standards, technical procedures, quality assurance inspections, and, of course, pre-flight engine hot fire testing. This type of activity is anticipated for suborbital RLVs, though unlike the SpaceX Falcon 9 refurbishment, these vehicles will resemble aircraft in terms of maintenance schedules and processes. Part of the process will involve on-site manufacturing of replacement parts using a variety of methods including machining, casting, and additive manufacturing. Supporting this effort may entail warehousing of parts, though additive manufacturing should reduce the need for large facilities.

Suborbital RLV design, development, testing, and production will likely occur at the same site. Due to the nature of propulsion and vehicle test flights, certain types of ground testing may be geographically separated to reduce the potential hazards to local population and property. Several benefits relating to manufacturing exist when consolidating all activities at one site. During the development process, rapid prototyping using additive manufacturing and machining equipment help inform production needs and design enhancements. Even during the production process,

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<sup>113</sup> Hemsell, Mark, "A Technical Overview of a SKYLON Based European Launch Service Operator," 65<sup>th</sup> International Astronautical Congress (IAC 2014): D2 Space Transportation Solutions and Innovations symposium. Reaction Engines Ltd. IAC-14.D2.4.5.

<sup>114</sup> "BAE invests in space engine firm Reaction Engines," *BBC News* (November 2, 2015).

improvements can be made immediately anywhere along the manufacturing chain or design shop.

Related to manufacturing is the development and production of rocket engines and motors. Several companies prefer to develop their own test stands and related equipment in close proximity to manufacturing facilities, as this approach is convenient and keeps costs down.<sup>115</sup> Spaceport America recently acquired a Space Propulsion Center, developed by UP Aerospace and Cesaroni Aerospace, designed to accommodate the manufacturing and testing of solid motors.<sup>116</sup>

In addition to the practical considerations inherent in centralizing activities, consolidating administrative, developmental, manufacturing, and operational divisions has been a characteristic of vertically integrated start-up space companies. Vertical integration enables full control of the supply chain, which reduces costs and lead times, essential in a highly competitive environment.

In terms of the competitive environment, security is a key concern for most, if not all companies. For example, when looking for a production site, Relatively Space desired ample room and adequate security to help ensure protection of its proprietary additive manufacturing techniques and management of vehicle production.<sup>117</sup>

Vehicles manufactured as operational systems, of course, can be flown from the manufacturing site to other sites as the business case requires. Wherever the vehicles are based, maintenance, which may require on-site manufacturing, will be necessary. An example of this approach is provided by Virgin Galactic, which builds its vehicles at Mojave Air and Space Port and operates out of Spaceport America. The now-defunct XCOR Aerospace, which planned to conduct flight operations from Midland International Air and Space Port, expected to continue its flight test activities at its original home base in Mojave.

#### **4.4.2 Infrastructure**

The infrastructure necessary to support suborbital RLV processing, launch, reentry, and landing are similar to that required by conventional aircraft. For example, for horizontal take off and/or landing, a runway is required. These typical infrastructure elements include, but are not limited to the following:

- Runway
- Air Traffic Control
- Power
- Communication (telephone, fiber optic, etc.)
- Weather data forecasting
- Emergency services

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<sup>115</sup> Interview (September 5, 2019).

<sup>116</sup> "State-of-the-art solid rocket motor development and manufacturing facility completed at Spaceport America," *SpaceNewsfeed.com* (October 24, 2017).

<sup>117</sup> Interview (October 24, 2019).



- Water
- Sewage
- Amenities (hotels, restaurants, entertainment, gas stations, etc.) for visitors

CASP and its peer spaceports have the infrastructure elements listed above, with some having little or no amenities for visitors. For example, access to hotels, restaurants, and entertainment is limited at Oklahoma Air and Space Port (12 miles, in Elk City to the west) and nonexistent at Spaceport America.

Some unique elements may be required to support suborbital RLVs. These include:

- Vehicle processing facilities
- Propellant storage and transfer
- Solid motor storage
- Designated reentry corridor (note that FAA’s NextGen effort will incorporate Space Transition Corridors to more efficiently handle the expected increase in spaceflight operations in the decades to come)

Table 11 provides highlights of these unique elements by spaceport.

Spaceport	Vehicle Processing	Propellant Storage and Transfer	Designated Reentry Corridor	Amenities
Cape Canaveral Spaceport (CCS) Launch and Landing Facility (LLF)	Yes – Hangars at LLF and spacecraft processing throughout KSC and CCAFS. Opportunities at Exploration Park	Yes – Cryogenic and solid motor facilities available at LLF or nearby	Yes	Yes – Many options within a 15 mile radius
Cecil Spaceport	Limited – Hangars and opportunities at planned on-site industrial park	Limited – Jet fuel available; LOX and solid motor storage and processing in development	Yes	Yes - Jacksonville
Colorado Air and Space Port	Limited – Hangars and opportunities at planned on-site industrial park	Limited – Jet fuel available	No	Yes – Denver area
Houston Spaceport	Limited – Hangars and opportunities at planned on-site industrial park	Limited – Jet fuel available	No	Yes – Houston area
Midland International Air and Space Port	Limited – Hangars and opportunities at planned on-site industrial park	Limited – Jet fuel available	No	Yes – Midland area
Mojave Air and Space Port	Yes	Yes – Jet fuel available; some limited cryogenic and solid motor storage and processing	No	Limited – Palmdale (35 miles) and Lancaster (26 miles). Few amenities in Mojave
Oklahoma Air and Space Port	Limited – Hangars and opportunities at planned on-site industrial park	Limited – Jet fuel available	Yes	Limited – Elk City (12 miles)
Spaceport America	Yes – Operational VG hangar and terminal building. In 2018, NM legislature approved \$10M for new satellite facility and \$500K for a payload integration facility <sup>118</sup>	Yes – Jet fuel available; solid motor facility. In 2018, NM legislature approved \$5M for fuel farm	No	None

**Table 11. Brief description of transportation access to CASP and its peer spaceports.** Source: Bryce Space and Technology.

<sup>118</sup> Messier, Doug, “New Mexico Pours \$17 Million More into Spaceport America,” *Parabolic Arc* (March 20, 2018).

### 4.4.3 Transportation

Transportation support includes the use of roads, rail, air, and sea that enable the transfer of goods and services to and from the spaceport. All CASP peer spaceports will have access to air and road transport. Some will have access to rail. Notably, Cape Canaveral Spaceport leverages the fact that is a multimodal site, with access to road, rail, air, and sea. If Stennis International Air and Space Port comes to fruition, it would have a similar advantage, though access would be through Stennis Space Center, rather than the spaceport itself. Table 12 lists the spaceports evaluated in this study and their transportation elements.

Spaceport	Road	Rail	Air	Sea
Cape Canaveral Spaceport (CCS) Launch and Landing Facility (LLF)	Yes – Access from Florida state highway 520, state road A1A, or the NASA Causeway directly into KSC	Yes – Rail system used to transport large solid rocket motor segments and other large components	Yes – Fully operational airport at either LLF or CCAFS landing strip to the south	Yes – Port Canaveral can accommodate large barges
Cecil Spaceport	Yes – Access from state roads 228 (Normandy Blvd.) and 134 (103 <sup>rd</sup> St.). Near to State highway 23	None – No immediate access to rail	Yes – Fully operational airport	None
Colorado Air and Space Port	Yes – Access from U.S. Route 36 and U.S. Route 40 to the south	Possible – No connection to spaceport, but direct access could be constructed two miles to the south	Yes – Fully operational airport	None
Houston Spaceport	Yes – Access from Texas state highway 3 (Galveston Road)	Possible – Rail immediately adjacent to spaceport, but would require a spur or junction to have access	Yes – Fully operational airport	Yes - Galveston Bay is less than 10 miles away
Midland International Air and Space Port	Yes – Access from Interstate 20 (I-20) and North State Highway 349	Possible – Rail immediately adjacent to spaceport, but would require a spur or junction to have access	Yes – Fully operational airport	None
Mojave Air and Space Port	Yes – Access from California state route 14 (Aerospace Highway) and state route 58 (Mojave Barstow Highway)	Yes – Direct access to rail service	Yes – Fully operational airport	None
Oklahoma Air and Space Port	Yes – Adjacent to state Highway 44 (OK-44), a two lane highway, approximately 11 kilometers (7 miles) south of Interstate 40 (I-40), a transcontinental interstate highway	Yes – Farmrail railroad via 11-mile spur	Yes – Fully operational airport	None
Spaceport America	Yes – Access via Co Road A021	Possible – potential access to rail 2 miles to the west	Yes – Fully operational airport	None

**Table 12. Brief description of transportation access to CASP and its peer spaceports.** Bryce Space and Technology database.



## 5 Conclusion

Based on the forecast presented in Section 4, a basic picture of the number of flights that could occur at CASP emerges. Because CASP is not suitable for vertical launch systems, notably New Shepard, approximately half of all projected flights over the first 10 years of the forecast period are not addressable. In addition, CASP is not licensed for Concept Z-type horizontal suborbital RLVs like SpaceShipTwo, which constitute the other half of the projected suborbital flights through 2030. Though CASP could obtain the appropriate license to support SpaceShipTwo missions, it is more likely that Virgin Galactic would select a non-U.S. site to address international demand, while maintaining its presence at Spaceport America to address U.S. demand.

The deployment of new vehicles during 2030-2040 would influence the number of flights that could occur at CASP. Without technical details or published business cases, it is not possible to determine when such vehicles will be introduced or how many flights such vehicles might make. Further, precedent has established that development lead time for a suborbital vehicle capable of carrying people is about ten years, making it unlikely these vehicles would enter commercial service until after 2040. Still, these vehicles would require test flights, which CASP could support with the appropriate license. Based on the number of glide and powered test flights conducted by Virgin Galactic, the only commercial HTHL suborbital RLV system ever developed, it can be assumed that an average of less than ten test flight operations per year can be expected. This does not include the requisite number of propulsion ground tests, taxi, and captive carry tests.

In addition to potential suborbital RLV test flights, it is possible that CASP could serve as a backup to LLF as a landing site for Dream Chaser. While Sierra Nevada Corporation is located nearby, Dream Chaser will be launched from Cape Canaveral. In addition, CASP could serve as a test site for a notional test vehicle that may be developed by Reaction Engines to flight prove the SABRE engine prior to its integration with the much larger Skylon vehicle planned for operations during the 2040s. CASP has an advantage in this regard as the UK-based company already has a propulsion test site at CASP, and the company makes its test facility available to other researchers. However, it is unclear if such a vehicle will require a runway longer than 8,000 feet (2,438 meters).

Related to suborbital RLVs specifically and the space industry generally is education and training. The Boulder-Denver-Colorado Springs area serves as a nexus of aerospace education that directly supports development and sales of launch vehicles and spacecraft, provision of satellite services, and pursuit of scientific research. Companies that provide training for spaceflight participants, like Pennsylvania-based NASTAR and Washington-based Orbite Corporation, could establish a presence at CASP. Complementary companies like ZERO-G could also establish CASP as a flight location, providing lower-cost opportunities for researchers and to those seeking an opportunity to experience weightlessness. CASP

could serve as a start to finish spaceflight experience that combines classroom instruction with real-world training and actual flights into space.

In short, the future of CASP cannot depend on suborbital RLV flight operations alone, since the projected demand is expected to be relatively low. Flight support for suborbital RLVs should constitute part of a broader set of capabilities in the CASP portfolio, one that is admittedly high profile but not necessarily a defining characteristic. Rather, CASP represents a multi-faceted gateway to the space industry where industry, government, academia, and trade organizations come together to help usher in a new era in spaceflight.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Contractor Pre-Qualification for Construction Manager/General Contractor Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Pre-Qualification list of the Construction Managers/General Contractors (CMGC) Services for the Detention Facility Building Exterior Skin Replacement project.

### **BACKGROUND:**

In August 2014, the Board of County Commissioners (BOCC) adopted the Purchasing Policy #1071, Procurement of New Building Construction and Major Improvement/Remodeling. The policy stipulates that pre-qualification is required of contractors for projects in excess of \$1 million dollars prior to participating in the Request for Proposal (RFP) process, and the results of such be presented to the BOCC for review and comment. The pre-qualified contractors will then be invited to participate in the formal RFP process.

The Statement of Qualifications (SOQ) was posted for the Detention Facility Building Exterior Skin Replacement project on BidNet, with submittals due April 15, 2022. The following contractors responded:

1. FCI Constructors, Inc.
2. Mark Young Construction
3. MW Golden Constructors
4. Saunders Construction, LLC
5. White Construction Group

After a thorough review by the Evaluation Committee, the following contractors have been accepted and recommended as pre-qualified for the CMGC Services for the Detention Facility Building Exterior Skin Replacement project:

1. FCI Constructors, Inc.
2. Mark Young Construction
3. MW Golden Constructors
4. White Construction Group

The recommendation is that the Board of County Commissioners approves the pre-qualified contractors for the Detention Facility Building Exterior Skin Replacement project.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet Management Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 00001
<b>Cost Center:</b> 2009

	Object Account	Subledger	Amount
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	Object Account	Subledger	Amount
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	9055	20092004	6,636,301
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			6,636,301

**New FTEs requested:**                     YES             NO

**Future Amendment Needed:**         YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION DESIGNATING PRE-QUALIFIED CONTRACTORS FOR THE  
CONSTRUCTION MANAGER GENERAL CONTRACTOR FOR THE DETENTION  
FACILITY BUILDING EXTERIOR SKIN REPLACEMENT PROJECT

WHEREAS, Adams County procedures allow for the pre-qualification of contractors for the Construction Management General Contractor (CMGC) proposal qualifications; and,

WHEREAS, Adams County believes a pre-qualification process would be useful for the County's construction of the Detention Facility Building Exterior Skin Replacement project; and,

WHEREAS, the following contractors submitted qualifications for the CMGC proposal for the Detention Facility Building Exterior Skin Replacement project: FCI Constructors, Inc., Mark Young Construction, MW Golden Constructors, Saunders Construction, LLC, and White Construction Group; and,

WHEREAS, FCI Constructors, Inc., Mark Young Construction, MW Golden Constructors, and White Construction Group were recommended contractors and should be deemed eligible to provide proposals for the Detention Facility Building Exterior Skin Replacement project.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the designated pre-qualified contractors may participate in the CMGC proposal process for the Detention Facility Building Exterior Skin Replacement project, is hereby approved.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Lobbying Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> County Manager's Office
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Two to the Agreement with Denton Global Advisors Government Relations LLC, to provide Lobbying Services.

**BACKGROUND:**

Adams County Board of County Commissioners (BOCC) requires the services of a federal lobbyist to assist with legislative issues impacting Adams County, including but not limited to representation with members of Congress, pertinent federal offices and agencies, relevant interest groups, funding sources at the federal level, coalitions and associations.

In April of 2020, the Board of County Commissioners approved an Agreement Denton Global Advisors Government Relations LLC, to provide Lobbying services for Adams County. The Agreement breaks down as follows:

Initial Agreement	Approved April 2020	\$286,020.00
Amendment One-Name Change	N/A	\$0.00
Amendment Two- Extension		\$144,000.00
	Total Agreement:	\$430,020.00

The recommendation is to approve Amendment Two to the Agreement with Denton Global Advisors Government Relations LLC, to extend the Agreement one additional year in the amount of \$144,000.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

County Managers Office

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 1</b>
<b>Cost Center: 1038</b>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<hr/>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7685		\$274,000
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<hr/> \$274,000

New FTEs requested:             YES            x NO

Future Amendment Needed:     YES            x NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT TWO TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND DENTON'S GLOBAL ADVISORS, LLC., IN THE AMOUNT OF  
\$144,000.00, TO PROVIDE LOBBYING SERVICES

WHEREAS, in April of 2020, the Board of County Commissioners approved an Agreement with Denton's Global Advisor's, LLC., to provide Lobbying Services for Adams County; and,

WHEREAS, the County is pleased with the services provided and would like to amend the Agreement to extend the services for an additional year; and,

WHEREAS, Denton's Global Advisors, LLC., agrees to extend the term for an additional year for Lobbying Services; in the amount of \$144,000.00, for a total not to exceed Agreement amount of \$430,020.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Two to the Agreement between Adams County and Denton's Global Advisors, LLC., in the amount of \$144,000.00, to provide Lobbying Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment Two to the Agreement with Denton's Global Advisors, LLC., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.





## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Commercial Brokerage Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Facilities and Fleet Management Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment Three to the Agreement with CBRE, Inc., to provide Commercial Brokerage Services.

**BACKGROUND:**

Adams County currently uses a firm to provide commercial brokerage services to assist with the purchase, sale and the lease of properties.

In May 2019, the Board of County Commissioners approved an Agreement with CBRE, Inc., to provide Commercial Brokerage Services. The original agreement included three renewal terms for a total of 4 years. The Facilities and Fleet Management Department is pleased with the service provided by CBRE, Inc., and the firm has agreed to keep the commission at the same rates as the previous year.

The agreement breaks down as follows:

Agreement /Amendment	Approved	Description
Original Agreement	May 2019	Initial agreement for services
Amendment One	May 2020	Contract renewal for one year
Amendment Two	May 2021	Contract renewal for one year
Amendment Three		Contract renewal for one year

The recommendation is to approve Amendment Three to renew the Agreement with CBRE, Inc., for the third, and final term of the Agreement.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Facilities and Fleet Management Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 01
<b>Cost Center:</b> 1091

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7635		50,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			50,000.00

**New FTEs requested:**                     YES                     NO

**Future Amendment Needed:**                     YES                     NO

**Additional Note:**

\*Fiscal Impact only if a sale has been made

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT THREE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND CBRE, INC., FOR COMMERCIAL BROKERAGE SERVICES

WHEREAS, the Board of County Commissioners approved an Agreement in May 2019, with CBRE, Inc., to provide Commercial Brokerage Services; and,

WHEREAS, the County and CBRE, Inc., mutually agree to amend the Agreement to extend the term for one additional year with the commission rates remaining the same.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment Three to the Agreement between Adams County and CBRE, Inc., for Commercial Brokerage Services is hereby approved.

BE IT FURTHER RESOLVED that the Chair is hereby authorized to sign Amendment Three to the Agreement with CBRE, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Maintenance Culvert Pipe
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the Agreement with Contech Engineered Solutions, LLC, for maintenance culvert pipe.

**BACKGROUND:**

On August 10, 2021, Contech Engineered Solutions, LLC, was awarded an Agreement to provide maintenance culvert pipe for the Public Works Operations Division.

The Public Works Operations Division has identified several locations that require installation of new culvert pipe or the replacement of the existing culvert pipe. In 2022 the identified locations include roads that are selected for reconstruction, resurfacing and the 2022 Drainage maintenance Program. There are over 60 lane miles of roadway to be resurfaced or reconstructed for the 2022 gravel maintenance program and over 70 Lane miles of ditch cleaning in 2022. This requires the stock piling of Culvert pipe to significantly reduce the delays that are associated with manufacturing and delivery of materials.

The Agreement breaks down as follows:

Original Contract Amount	Approved 8/10/2021	\$ 149,925.22
Amendment One		\$ 112,667.62
New Total Contract Value		\$ 262,592.84

The recommendation is to approve Amendment One to the Agreement with Contech Engineered Solutions, LLC, in the amount of \$112,667.62, for a total not to exceed agreement amount of \$262,592.84.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 13
<b>Cost Center:</b> 3031

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	7410		\$60,000.00
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$60,000.00</b></u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND CONTECH ENGINEERED SOLUTIONS, LLC, IN THE  
AMOUNT OF \$112,667.62, FOR MAINTENANCE CULVERT PIPE

WHEREAS, on August 10, 2021, an Agreement was awarded to Contech Engineered Solutions, LLC, to provide maintenance culvert pipe; and,

WHEREAS, the County and Contech Engineered Solutions, LLC, mutually agree to amend the Agreement to extend the term through August 9, 2023; and,

WHEREAS, Contech Engineered Solutions, LLC, agrees to provide additional maintenance culvert pipe in the amount of \$112,667.62, for a total not to exceed Agreement amount of \$262,592.84.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Contech Engineered Solutions, LLC, in the amount of \$112,667.62, for maintenance culvert pipe; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Contech Engineered Solutions, LLC, on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



## PUBLIC HEARING AGENDA ITEM

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Video Inspection and Maintenance
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement & Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Public Works Department
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves the Agreement with Pro-Pipe, Inc., for Video Inspection and Maintenance.

**BACKGROUND:**

The 2022 Video Inspection and Maintenance of Stormwater Infrastructure will be taking place in the northern and eastern parts of Adams County, the project area is generally described as, the western and southern border will be I-70, the eastern border will be Headlight Rd, and the northern border will be E 168th Avenue.

A formal Invitation for Bid (IFB) was posted on BidNet and two bids were received on May 24, 2022. Pro-Pipe, Inc., was the lowest, most responsive and responsible bidder.

A summary of the bids received are as follows:

RANK	BIDDER	TOTAL BID
1	Pro-Pipe, Inc.	\$549,571.50
2	Industrial Pipe Solutions, Inc.	\$649,550.70

It is recommended to award an Agreement for video inspection and maintenance to Pro-Pipe, Inc., in the not to exceed amount of \$549,571.50.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Public Works Department

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund:</b> 00001
<b>Cost Center:</b> 3090

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:			
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<u>                    </u>

	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:			
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:	7820		\$1,209,707
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<u><b>\$1,209,707</b></u>

**New FTEs requested:**             YES             NO

**Future Amendment Needed:**     YES             NO

**Additional Note:**



BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING THE AGREEMENT BETWEEN ADAMS COUNTY AND  
PRO-PIPE, INC., IN THE AMOUNT OF \$549,571.50, FOR VIDEO INSPECTION AND  
MAINTENANCE

WHEREAS, on May 24, 2022, Pro-Pipe, Inc., submitted a bid to provide video inspection and maintenance services; and,

WHEREAS, after thorough evaluation it was deemed that Pro-Pipe, Inc., was the lowest, most responsive and responsible bidder; and,

WHEREAS, Pro-Pipe, Inc., agrees to provide video inspection and maintenance services in the not to exceed amount of \$549,571.50.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that the Agreement between Adams County and Pro-Pipe, Inc., in the amount of \$549,571.50, for video inspection and maintenance; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign the Agreement with Pro-Pipe, Inc., on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



**PUBLIC HEARING AGENDA ITEM**

<b>DATE OF PUBLIC HEARING:</b> June 14, 2022
<b>SUBJECT:</b> Pregnancy Prevention Services
<b>FROM:</b> Alisha Reis, Interim County Manager Byron Fanning, Interim Deputy County Manager Nancy Duncan, Budget & Finance Director Jennifer Tierney Hammer, Procurement and Contracts Manager
<b>AGENCY/DEPARTMENT:</b> Adams County Human Services Department Workforce and Business Center, Temporary Assistance for Needy Families (TANF)
<b>HEARD AT STUDY SESSION ON:</b> N/A
<b>AUTHORIZATION TO MOVE FORWARD:</b> <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>RECOMMENDED ACTION:</b> That the Board of County Commissioners approves Amendment One to the Agreement with Thriving Families to provide Pregnancy Prevention Services.

**BACKGROUND:**

Thriving Families provides services and programs during and after pregnancy that support parents and babies through the formative and critical early years. These programs include; workshops supporting parents in gaining knowledge about parenting and child development, one-on-one case management and counseling for trauma and mental health, infants’ health and wellbeing, direct services to families’ older children and referrals for parent’s self-sufficiency, education and employment.

A formal Request for Proposal to provide pregnancy prevention services for the Temporary Assistance for Needy Families (TANF) program was completed on March 24, 2021, and an Agreement was awarded to Thriving Families in June of 2021. Staff is pleased with Thriving Families and wishes to extend the Agreement until June 30, 2023.

The Agreement breaks down as follows:

<b>Agreement</b>	<b>Approval Date</b>	<b>Amount</b>	<b>Cumulative Amount</b>
Original Agreement 2021.630	N/A	\$199,800.00	\$199,800.00
Requested Amendment One		\$219,780.00	\$419,580.00

The Workforce Business Center Department receives federal TANF block grant funds through the State to assist with the goals of the Workforce and Business Center TANF program. The grant awarded will provide eighty-five percent (85%) funding with Adams County responsible for the remaining fifteen percent (15%).

The recommendation is to approve Amendment One to the Agreement with Thriving Families to extend the Agreement until June 30, 2023, in the not to exceed amount of \$219,780.00, for a total Agreement amount of \$419,580.00.

**AGENCIES, DEPARTMENTS OR OTHER OFFICES INVOLVED:**

Human Services Department Workforce and Business Center (TANF)

**ATTACHED DOCUMENTS:**

Resolution

**FISCAL IMPACT:**

Please check if there is no fiscal impact . If there is fiscal impact, please fully complete the section below.

<b>Fund: 15</b>			
<b>Cost Center: 99915, Various</b>			
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Revenue:	99915.5755		\$54,214,095
Additional Revenue not included in Current Budget:			
<b>Total Revenues:</b>			<b>\$54,214,095</b>
	<b>Object Account</b>	<b>Subledger</b>	<b>Amount</b>
Current Budgeted Operating Expenditure:	Various.7645		\$9,652,600
Add'l Operating Expenditure not included in Current Budget:			
Current Budgeted Capital Expenditure:			
Add'l Capital Expenditure not included in Current Budget:			
<b>Total Expenditures:</b>			<b>\$9,652,600</b>

New FTEs requested:  YES  NO

Future Amendment Needed:  YES  NO

**Additional Note:**

BOARD OF COUNTY COMMISSIONERS FOR  
ADAMS COUNTY, STATE OF COLORADO

RESOLUTION APPROVING AMENDMENT ONE TO THE AGREEMENT BETWEEN  
ADAMS COUNTY AND THRIVING FAMILIES IN THE AMOUNT OF \$219,780.00, FOR  
PREGNANCY PREVENTION SERVICES

WHEREAS, in June of 2021, an Agreement was approved with Thriving Families to provide Pregnancy Prevention Services for the Human Services Department, Temporary Assistance for Needy Families (TANF); and,

WHEREAS, Adams County Human Services Department, would like to extend the Agreement for one additional year; and,

WHEREAS, Thriving Families agrees to provide the services in the amount of \$219,780.00, for a total not to exceed Agreement amount of \$419,580.00.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners, County of Adams, State of Colorado, that Amendment One to the Agreement between Adams County and Thriving Families in the amount of \$219,780.00, to provide Pregnancy Prevention Services; is hereby approved.

BE IT FURTHER RESOLVED, that the Chair is hereby authorized to sign Amendment One to the Agreement with Thriving Families on behalf of Adams County, after negotiation and approval as to form is completed by the County Attorney's Office.



COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT

**CASE NO.: EXG2022-00002**

**CASE NAME: Stagecoach Inert Fill Certificate of Designation**

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**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**June 14, 2022**

<b>CASE No.: EXG2022-00002 CASE NAME: Stagecoach Inert Fill Certificate of Designation</b>	
Applicant Name:	Ben Frei, Albert Frei and Sons, Henderson Aggregate LLC.
Applicant Address:	7321 E. 88 <sup>th</sup> Avenue Ste. 100 Henderson, Colorado 80640
Owner Name:	Henderson Aggregate LTD
Owner Address:	35715 HWY 40 BLDG B, STE 120 EVERGREEN CO 80439
Location of Requests:	12601 Brighton Rd.
Parcel Numbers:	0157135202001 (22.77 acres), 0157135015002 (2.5 acres), 0157135015001 (22.25 acres), and 0157126000018 (78.1 acres)
Nature of Request:	Certificate of Designation to allow for 2.5 million cubic yards of inert fill material to be placed in the previously mined sand and gravel pit.
Zone District:	Agriculture-3 (A-3), Industrial-3 (I-3), and Commercial-2 (C-2)
Site Size:	125.7 acres (Fill area is ~40 acres)
Proposed Use:	Residential- Low Density
Existing Use:	Mined Gravel Pit
Hearing Date(s):	<b>PC: May 12, 2022 / 6:00 pm</b> <b>BoCC: June 14, 2022 / 9:30 am</b>
Report Date:	May 20, 2022
Case Manager:	Layla Bajelan, Senior Long Range Planner

**SUMMARY OF PREVIOUS APPLICATIONS**

**PRJ2001-00060; Stagecoach Sand and Gravel Mine**

The Adams County Board of County Commissioners approved case number PRJ2001-00060; Stagecoach Sand and Gravel Mine on March 18, 2002. The request was for the following: 1) a Rezoning from A-3 to A-1 (2.5 acres); 2) a Conditional Use Permit (CUP) for sand and gravel mining; and 3) a Final Plat to create one, 2.5 acre lot. The Conditional Use Permit was approved with an expiration date of March 18, 2007. A condition precedent within this case was that “the applicant shall submit a final mylar of the subdivision, depicting the conservation easement, as requested by the Adams County Parks Department. A Conservation Easement for 5.5 acres of the Stagecoach Stop Sand and Gravel Mine was approved by the Adams County Board of County Commissioners on March 18, 2002 (CON2016-00036), which satisfied the condition precedent.

Per the Deed of Conservation Easement, the property was to be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to passive open space and maintenance of wildlife habitat existing at the time of the grant.

**RCU2006-00020; Minor Amendment No. 1**

An application was filed with the County in April of 2006 for a Minor Amendment to the existing CUP for mining (PRJ2001-00060) to extend the expiration date from March 18, 2007 to December 31, 2010. The applicant was requesting the additional time due to the relocation and removal of the utility lines at Mann Lake, which was a process that was controlled by Adams County. This application was withdrawn, and the applicant applied for a Major Amendment to extend the timeframe of the mining activities.

**RCU2006-00029; Stagecoach Pit Amendment No. 2**

The Adams County Board of County Commissioners approved case number RCU2009-00029; Stagecoach Pit Amendment No. 2 on September 11, 2006. The request was for a Major Amendment to the existing Conditional Use Permit (PRJ2001-00060) to extend the mining expiration date from March 18, 2007 to March 18, 2012.

**RCU2009-00003; Stagecoach/Worthing Pit**

The Adams County Board of County Commissioners approved a Major Amendment for the existing Conditional Use Permits (RCU2006-00029 Stagecoach Pit and 55-76-ZP: Worthing Pit) on June 29<sup>th</sup>, 2009 to extend the mining expiration date and amend the conditions of approval for the Conditional Use Permits. This case considered both the subject Stagecoach Pit site and the Worthing Pit that is located directly to the north of the subject property. At the time of application, the Worthing Pit was nearly completely mined, and mining never commenced at the Stagecoach Pit. The applicants were requesting to use the existing plant within the Worthing Pit to process the product being mined from the Stagecoach Pit. The gravel was to be conveyed to the northern pit where it would be processed and shipped out utilizing the previously approved haul routes from the Worthing Pit. Since the gravel would no longer be hauled from the Stagecoach Pit, the applicant was requesting to remove all language relating to road maintenance and improvements that were required during that mining permit. The Stagecoach Pit was approved for an expiration date of March 18, 2012, while the Worthing Pit was to expire on December 12, 2010. The request combined the pits and extended the expiration date for both CUPs to December 31, 2015. All approved conditions were applied to this case, however the BoCC did remove all language pertaining to road maintenance for the Stagecoach Pit.

**SUMMARY OF APPLICATION**

The Applicant, Ben Frei, with Albert Frei and Sons, is requesting a Certificate of Designation to allow for an inert fill landfill on the property. This request is specific to the Stagecoach Pit and would allow for 2.5 million cubic yards of inert materials to be placed on the property to bring the surface of the previously filled mine to an elevation matching adjacent property grades. The request encompasses four parcels and is roughly 125.7 acres in size, however the mined area where fill would be placed is only roughly 40 acres in size. The properties are currently zoned as Commercial-2, Industrial-3, and Agricultural-3 and range in size from 2.5 acres to 78.1 acres. At

this time, the applicant is proposing that the site will be developed with low density residential subsequent to filling the old mine pits.

The applicant held a neighborhood meeting on February 2, 2022 at 5 p.m. through Microsoft Teams. A total of six people attended the neighborhood meeting. The attendees mainly had questions on the timeline of the project, dust mitigation, traffic, and the potential for the site to still be used for a water storage reservoir. The applicant was able to address all of the questions, noting that the timeframe would be approximately 10-20 years, and would begin shortly after the Worthing site is filled. The subject property was on the market for several years and there was little to no interest in it being used as a water storage reservoir, as the site is relatively small. The applicant currently controls dust with water trucks on the site and for the Worthing Pit to the north.

**Site Characteristics:**

The subject properties are located along Brighton Road, north of Henderson Road, east of Mann Lake and Riverdale Regional Park. The northern parcel is split by the South Platte River, however no inert materials are proposed to be placed west of the South Platte, as filling will only be done within the existing pit (roughly 40 acres of the 125-acre site). All four parcels are undeveloped. Directly to the north of the subject parcel is the Worthing Pit, which received a Certificate of Designation on June 13<sup>th</sup>, 2011 (EXG2011-00001; Frei-Henderson Pit Certificate of Designation) to allow for 1.5 million cubic yards of inert materials to fill in the previously mined gravel pit. The Certificate of Designation for the Worthing Pit is set to expire on June 13<sup>th</sup>, 2026. Gravel mines are typically found adjacent to rivers, such as the South Platte, as resources are found and mined along the riverbeds.

**Development Standards and Regulations Requirements:**

Per Section 2-02-04-01, Certificates of Designation are required for those solid waste and hazardous waste disposal sites and/or processing facilities, which are presumptively incompatible with other land uses, authorized or permitted in a zone district and may have long-term ramifications to the use of surrounding lands. In addition to meeting applicable performance standards, Certificates of Designation may require the imposition of conditions in order to ensure the number of solid waste and hazardous waste disposal sites and/or processing facilities and their location, design, configuration, and operation are appropriate at a particular location. Per Section 2-02-04-02, a Certificate of Designation shall be required for inert fill landfills, which the subject request would be considered. The request would also be considered for a Certificate of Designation due to the proposed timeline for completion, which is approximately 10-20 years.

The review steps for a Certificate of Designation are outlined in Section 2-02-04-05, and include a two submittal/ hearing process. The initial hearing shall be held to review the certificate of designation's compatibility with adjacent land uses and to make preliminary findings. This hearing is be scheduled relatively soon after application of a complete submittal. A second hearing shall also be held to review the operations plan and technical report. The Director of Community and Economic Development may waive the initial public hearings to determine preliminary findings of fact regarding land use compatibility and siting impact issues of a



proposal upon request of the applicant or with the applicant's concurrence, if the following determination is made:

- a. That due to the nature of the proposed operation, issues related to land use compatibility and siting impact cannot be separated from the information required in the operations plan and technical report; or
- b. That due to the nature of the proposed operation, the operation plan and technical report is minor in nature and no public purpose would be served by separating the two (2) components of the request.

The applicant has requested that the initial hearing be waived, however due to the site's proximity to Riverdale Regional Park to the west, the Director is requiring the initial hearing. This will allow for the Planning Commission and Board of County Commissioners to review the project and establish preliminary findings-of-fact.

At the first hearing concerning a Certificate of Designation, the Planning Commission shall conduct a preliminary fact finding and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. This hearing shall include, but not be limited to, information of the impacts on the surrounding land uses, access and traffic impact, conformance with requirements of these standards and regulations, and conformance with policies of the Adams County Comprehensive Plan. At such hearing, the Planning Commission shall forward a recommendation in the form of recommended findings of fact to the Board of County Commissioners as to whether or not the proposed land use is in accordance with the criteria. The Board of County Commissioners shall then conduct a preliminary fact-finding public hearing and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. If the Board of County Commissioners finds the proposed land use is not in accordance with the criteria, it shall make a finding of fact, and such findings may be the basis of a denial at future hearings should the applicant wish to proceed with the remainder of the permitting process. The second hearing will review the operations plan and the technical report submittal.

The subject request is for an inert fill landfill to allow for 2.5 million cubic yards of inert materials to be placed on the property. This first public hearing considers the impact on the surrounding land uses, access and traffic impacts, conformance with requirements of these standards and regulations, and conformance with policies of the Adams County Comprehensive Plan.

#### **Impacts on surrounding properties**

The subject site is adjacent to the South Platte River on the west, the Worthing Pit on the north, low density residential on the west and south. The Worthing Pit to the north of the subject property is currently being filled with inert materials. It is very typical to find mined sites near the South Platte River, as the resources are located within the riverbeds. The applicant is proposing to bring inert earthen materials to the site that include dirt, soil, brick, concrete, and asphalt. This material is produced as a result of basement excavations and utility line excavations. No hazardous materials will be brought to the site, therefore there should be nuisance impacts related to health impacts or smell of the materials. The request should also have

little to no effect on the aesthetic impacts to surrounding properties and fill will commence from south to north.

### **Access and Traffic Impacts**

If approved, the trucks bringing inert materials to the site would use the existing haul route and access off of Brighton Rd. for the Worthing Pit, and vehicles would move internally on the site. The request would not add any additional accesses, and per the written explanation provided by the applicant, the request would not add significant amounts of additional traffic. Trucks are currently coming to the Worthing Pit and that pit is near completion on filling. If approved, the trucks would continue to come to the site at the same rate they currently are and would use the same access off of public roadways.

The applicant was required to provide a Traffic Impact Study as part of the application materials. This study was reviewed by the County's Development Review Engineers and was determined There is enough existing right-of-way at the Brighton Road and E. 136th Avenue for the applicant to build a westbound to southbound left-turn acceleration lane on Brighton Road departing E. 136th Avenue to mitigate the background traffic growth and improve the expected LOS F to a LOS D, if needed. In addition, ADCO Development Review Engineers commented that the applicant shall also consider making some improvements to adjacent intersections, if approved. Conditions of approval can be added to the second hearing to require roadway improvements, if deemed necessary.

### **Criteria of Approval**

The criteria of approval for a Certificate of Designation for a solid waste disposal facility are outlined in Section 2-02-04-06 and include the following:

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The certificate of designation is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.
8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.

10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.
11. The site conforms to siting standards for the type of facility being proposed.

While some of the information to confirm compliance with all of the criteria of approval will be submitted at the time of the second submittal/hearing, staff believes that the request is in general conformity with the criteria of approval and Adams County Comprehensive Plan. The request will have little to no effect on the health, safety, or welfare of the citizens of Adams County, as no hazardous materials will be allowed on the site. The applicant will be required to submit an operations plan and the technical report, which will be reviewed by the Adams County staff and CDPHE for compliance with all performance standards and health requirements.

The applicant is proposing operating hours of 7 a.m. to 4 p.m. M-F and 7 a.m. to 12 p.m. Saturday, and to be closed on Sundays and all holidays. The Planning Commission and Board of County Commissioners in their review can condition the hours of operation to ensure compatibility with the surrounding properties.

**Future Land Use Designation/Comprehensive Plan:**

The future land use designations on the properties are Agriculture and Estate Residential. Per Chapter 5 of the Adams County Comprehensive Plan, the purpose of the Estate Residential future land use designation is to provide limited opportunities for ex-urban or rural lifestyles in the County. Estate Residential areas are designated for single-family housing at lower densities, typically no greater than 1 unit per acre, and compatible uses such as schools and parks. Per Chapter 5 of the County's Comprehensive Plan, the purpose of the Agriculture future land use designation is to preserve areas for long-term farming, separate and define urban areas, prevent urban nuisance complaints, limit the extension of services where they are costly and difficult to provide, and conserve environmentally-sensitive areas.

The subject request would be compatible with the Future Land Use designation. The applicant is proposing to fill in the Pit to allow for low density residential to be constructed once completion. The applicant has indicated that they had advertised the property for a water storage reservoir, however due to the small size of the site, there was little to no interest in preserving this as water storage reservoir.

**Surrounding Zoning Designations and Existing Use Activity:**

<u><b>Northwest</b></u> A-3 Adams County Parks and Open Space	<u><b>North</b></u> A-1 Worthing Pit	<u><b>Northeast</b></u> A-3 Water Storage
<u><b>West</b></u> A-3 Adams County Parks and Open Space	<u><b>Subject Property</b></u> <b>I-3, C-2, and A-3</b> <b>Stagecoach Pit</b>	<u><b>East</b></u> A-1, A-2 Single Family
<u><b>Southwest</b></u> A-3 Adams County Parks and Open Space	<u><b>South</b></u> A-1 Single-Family	<u><b>Southeast</b></u> A-1 Single Family

**Compatibility with the Surrounding Area:**

Surrounding properties are primarily a mix of Agricultural zoning, including A-3, A-2, and A-1. The South Platte River is located directly to the west of the subject property and separates the site from the Riverdale Regional Park. Properties to the south and east are developed with low density single-family residences. The properties to the north and northeast have been mined, and the Worthing Pit directly to the north is currently being filled with inert materials. The proposed request would be harmonious and compatible with the surrounding properties, as many are currently mined sites, and the proposed use would be low density residential development, which is consistent with surrounding properties.

**CITIZEN COMMENTS**

<b>Notifications Sent</b>	<b>Comments Received</b>
800	1

All property owners and occupants within 2,640 feet of the subject property were notified of this request. As of writing this report, staff has received one public comment regarding this case. The comment was in support to this request, stating that there is a need for inert material space and the proposed use of the property will help to alleviate the housing shortages within Adams County.

**PC UPDATE**

This case was heard at the Planning Commission (PC) on May 12, 2022, and the Planning Commission voted to forward the following nine out of eleven preliminary findings to the Board of County Commissioners. The case received a (5-0) vote.

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

4. The certificate of designation is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.
9. The site is accessible to Adams County residents and other potential users.
11. The site conforms to siting standards for the type of facility being proposed.

Criteria of approval numbers 8 and 10 were omitted from the recommendation, however the Planning Commission did not take a stance on the criteria. The applicant was present at the hearing and had no concerns with the staff report or the presentation. No members of the public were at the hearing to testify in support or opposition to this request. The Planning Commission had no major concerns with the request and asked questions pertaining to the feasibility of building homes on the property in the future, the definition of inert materials, and the timeline of the project.

#### **COUNTY AGENCY COMMENTS**

Staff reviewed the request for site compatibility, traffic, access, and consistency with the Comprehensive Plan. Additional concerns and comments will be applicable once the County receives the second submittal with the operations plan and the technical report submittal. Development Review Engineering and Environmental Programs had concerns that will be applicable to the second review.

#### **REFERRAL AGENCY COMMENTS**

**Responding with Concerns:**

N/A

**Responding without Concerns:**

Adams County Sheriff's Department  
 Brighton Fire and Rescue  
 CDOT  
 Colorado Division of Transportation  
 Colorado Division of Water Resources  
 Lumen  
 RTD  
 South Adams County Water and Sanitation  
 Tri-County Health Department  
 United Power

Xcel Energy

**Notified but not Responding / Considered a Favorable Response:**

27 J Schools

Adams County Sheriff

Aberdeen Metropolitan District No. 2

Adams 12 Five Star Schools

Adams County School District 14

Amber Creek Metropolitan District

Century Link

City of Brighton

City of Commerce City

City of Thornton

Colorado Department of Public Health and Environment (CDPHE)

Colorado Division of Wildlife

Comcast

Creekside South Estates Metro District

Division of Mining and Reclamation Safety

Eagle Shadow Metropolitan District No. 1

Hazeltine Heights Water and Sanitation

Heritage at Todd Creek Metro District

Metro Wastewater Reclamation

North Metro Fire District

Prairie Center Metro No. 1

Riverdale Dunes Metro District No. 1

Riverdale Peaks Metro District

South Adams County Fire

Thornton Fire Department

Todd Creek Farms Metro District No. 2

Todd Creek Village Metro District

Union Pacific Railroad

United States Postal Service

United States Environmental Protection Agency

Wright Farms Metro District





470

**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections
- Zoning Districts**
- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

**EXG2022-00002; Stagecoach Inert Fill Certificate of Designation**

**Aerial Map**



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy





**Legend**

- +— Railroad
- Major Water
- Zoning Line
- Sections

**EXG2022-00002; Stagecoach Inert Fill Certificate of Designation**

**Aerial Map**

IT/GIS, DRCOG

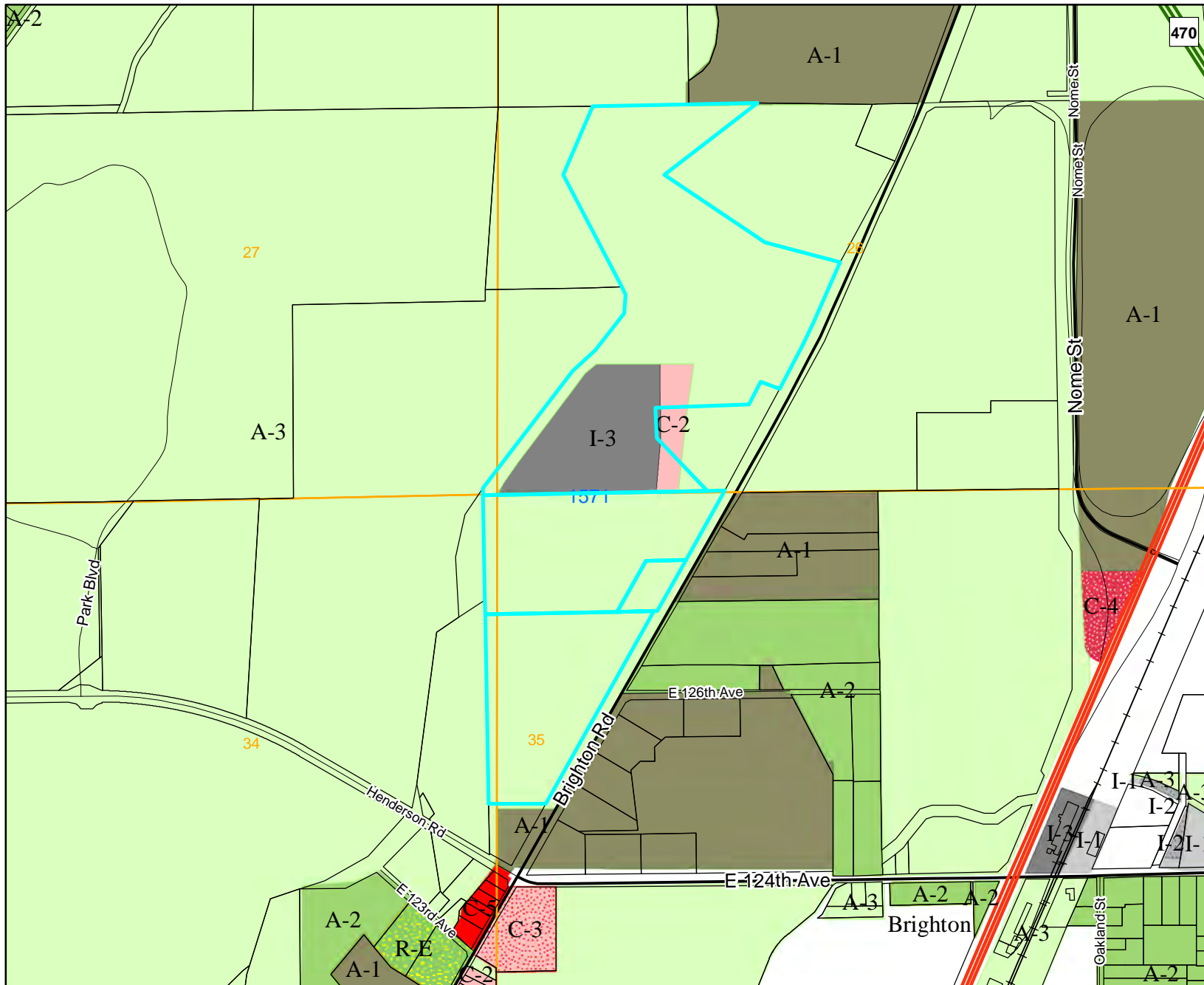


For display purposes only.



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**Legend**

- Railroad
  - Major Water
  - Zoning Line
  - Sections
- Zoning Districts**
- A-1
  - A-2
  - A-3
  - R-E
  - R-1-A
  - R-1-C
  - R-2
  - R-3
  - R-4
  - M-H
  - C-0
  - C-1
  - C-2
  - C-3
  - C-4
  - C-5
  - I-1
  - I-2
  - I-3
  - CO
  - PL
  - AV
  - DIA
  - P-U-D
  - P-U-D(P)
  - Conditions

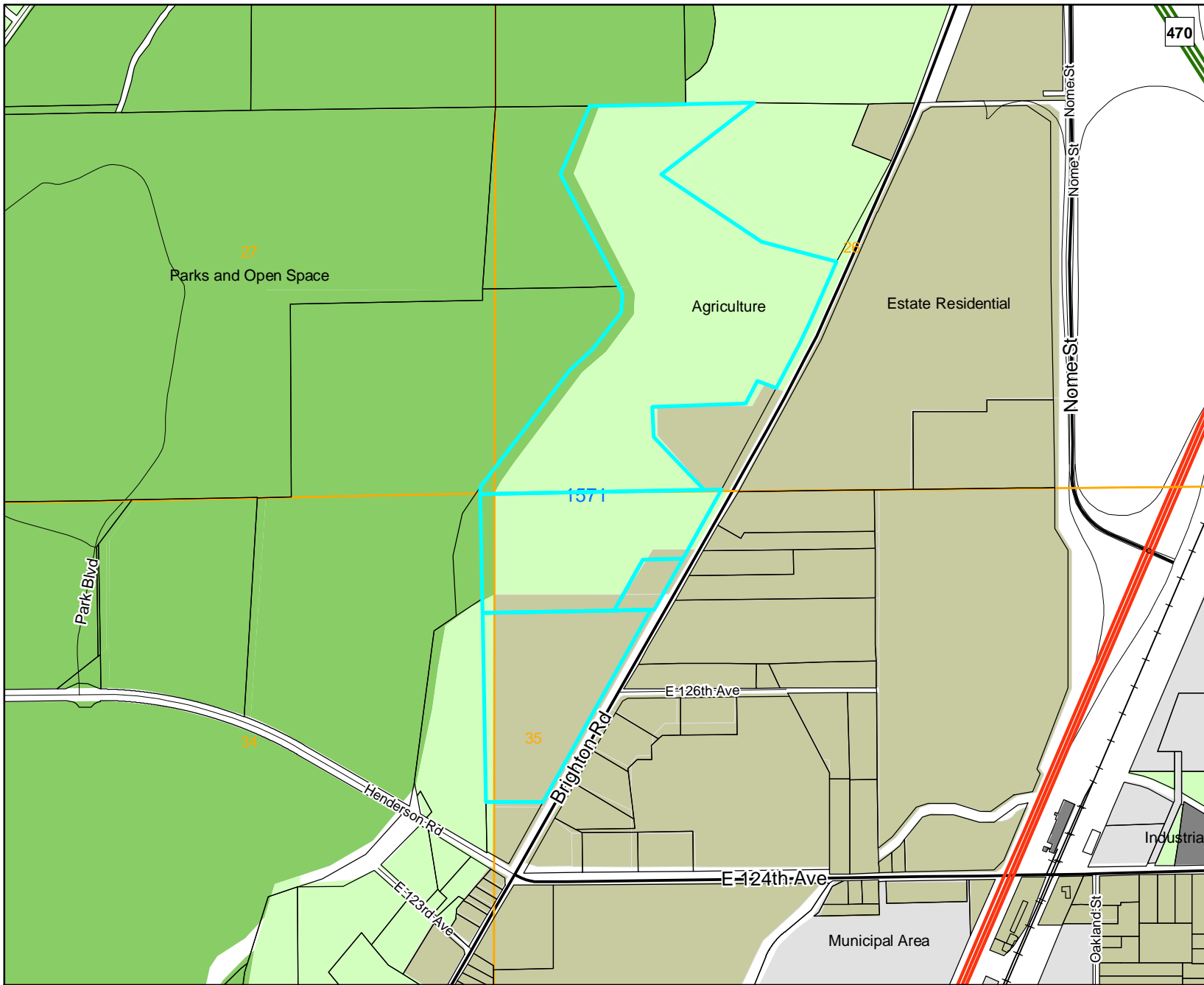
**EXG2022-00002; Stagecoach Inert Fill Certificate of Designation**  
**Zoning Map**



For display purposes only.



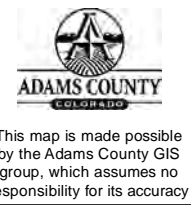
This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

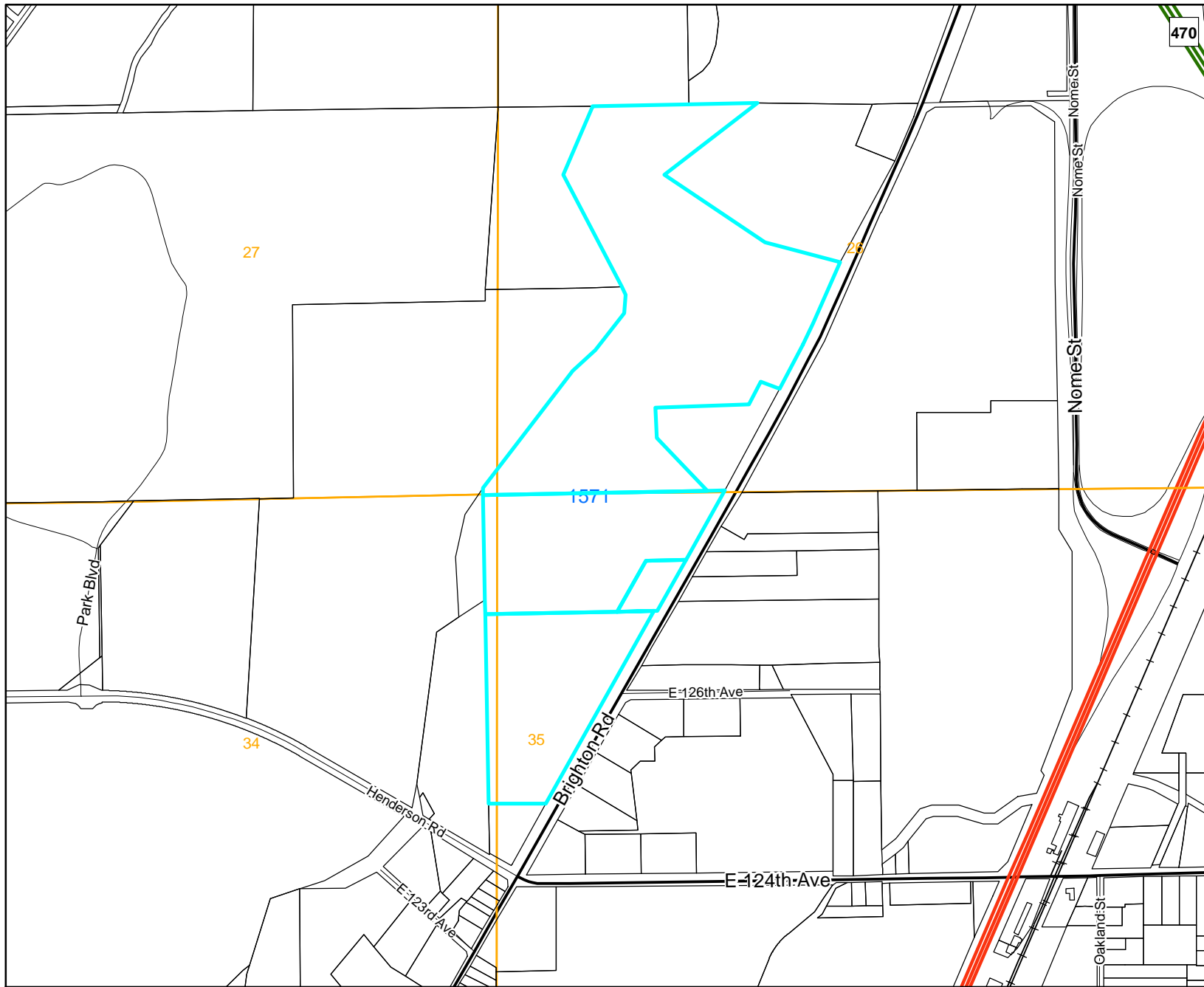


- Legend**
- +— Railroad
  - Major Water
  - - - Zoning Line
  - Sections
- Legend**
- Future Landuse 2012 (Rev2016)**
- Residential**
- Urban Residential
  - Estate Residential
- Mixed Use**
- Local District Mixed Use
  - Mixed Use Neighborhood
  - Activity Center
  - Mixed Use Employment
- Commercial/Industrial**
- Commercial
  - Industrial
- Other**
- Agriculture
  - DIA Reserve
  - Parks and Open Space
  - Public
  - Municipal Area

**EXG2022-00002; Stagecoach Inert Fill Certificate of Designation**  
**Future Land Use Map**

N  
 For display purposes only.





470

**Legend**

- +— Railroad
- Major Water
- Zoning Line
- Sections

**Legend**

**EXG2022-0002; Stagecoach Inert Fill Certificate of Designation**

**Simple Map**

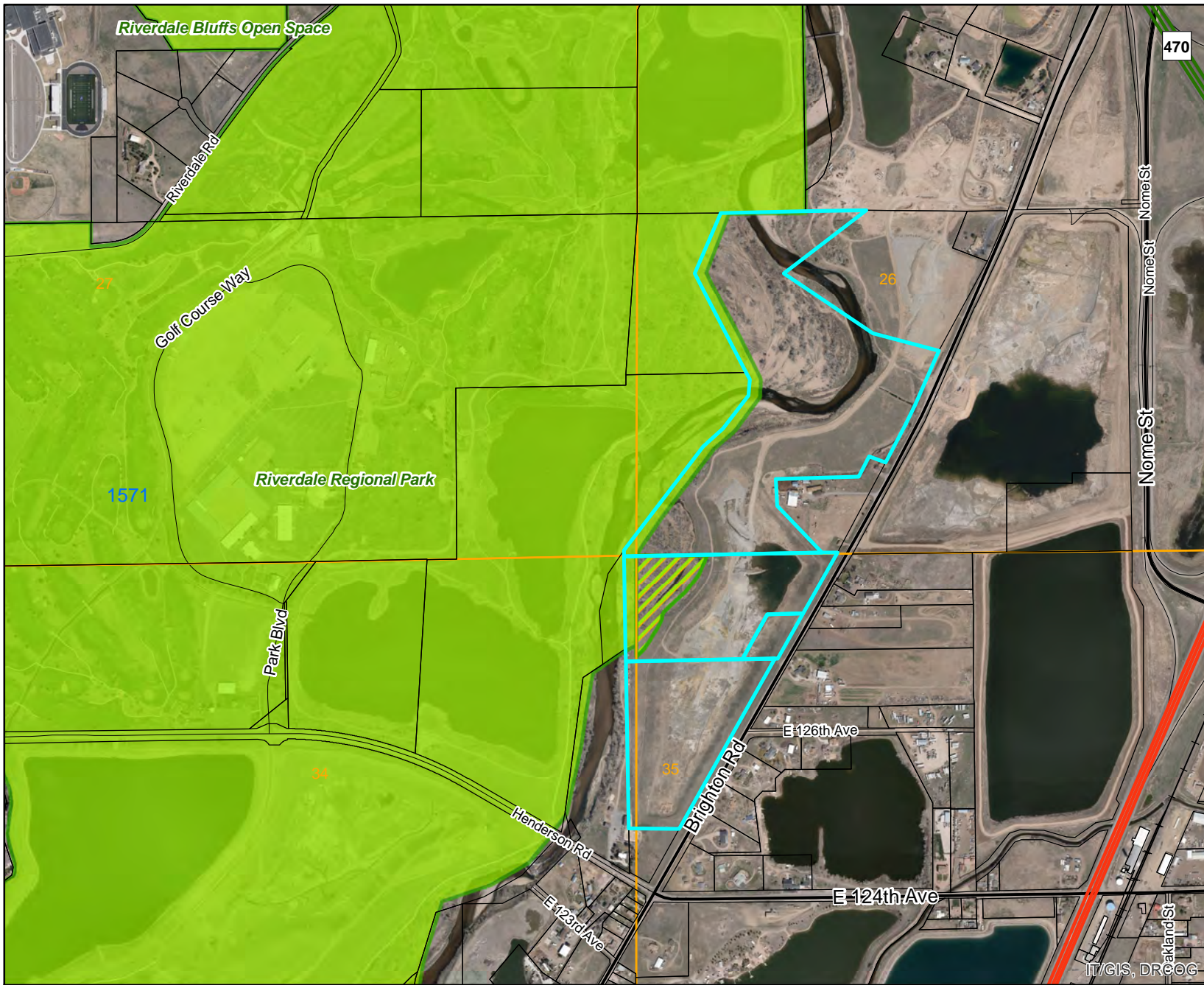


For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy





- Legend**
- +— Railroad
  - Major Water
  - - - Zoning Line
  - ▭ Sections
- Legend**
- ▨ Conservation Easements
  - ▭ Parks and Open Spaces (Public)

**EXG2022-00002; Stachcoach Inert Fill Certificate of Designation**  
**Adams County Parks and Open Space/ Conservation Easements**

N  
  
 For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

## Explanation of Project

Albert Frei & Sons – Henderson Aggregate, LTD. – Stagecoach Inert Fill  
12601 Brighton Rd, Henderson, CO 80640  
CERTIFICATE OF DESIGNATION PERMIT APPLICATION  
INERT FILLING

This purpose of this permit application is to fill a previously mined sand and gravel pit to raise the grade of the land surface to match adjacent property. A certificate of designation (CD) permit is applied for to fill the property due to the length of time (up to 20 years) and the volume of inert materials needed to restore the site to original grades. The entire approximately 40 acre mined pit will be filled with approximately 2.5 million cubic yards of fill materials to bring the surface to an elevation matching the adjacent property grades. All parcels are owned by Henderson Aggregate, LTD.

The parcels are:

Parcel	Zoning	Assessor Lot Size
0157135015002	A-3	2.5 acres
0157135015001	A-3	22.3 acres
0157135202001	A-3	22.8 acres
0157126000018	C-2	78.1 acres
Total		125.7 acres

Total area is approximately 125.7 acres.

Adam County regulation 2-02-04-05(8) describes the purposes of a hearing for information on impacts on the surrounding land uses, access and traffic impacts and conformance with standards and regulations and the Adams County Comprehensive Plan. The land use for an inert fill is compatible with the surrounding area that consists of A-1 and A-3 zoning in adjacent areas. The South Platte River is to the west with ponds and Adams County Regional Park beyond the river, sparse residences to the south and east along with reservoirs to the east. The Worthing Fill site, aka. Henderson Inert Fill site, which is to the north, is an existing CD site operated by Henderson Aggregate, LTD. Considering that the existing Henderson Inert Fill site and the proposed Stagecoach Inert Fill site have the same entrance and are in the same general area that was once mined, it stands to reason that the Stagecoach site is now in need of fill to bring to grade. The proposed Stagecoach Inert Fill site conforms with Adams County land uses in the area, and the Adams County Comprehensive Plan.

At the end of the filling process, the site will be graded and available for compatible land uses. Currently, the conceptual view of the site is low density high end residential development. The upper three feet of fill at the Stagecoach Inert Fill site will only include materials free of larger pieces of rock, concrete, asphalt and other aggregate to help facilitate future installation of utilities and to allow for more flexibility for structural designs.

Site aspects of the proposal are as follows:

1. Slurry Wall – The mined pit where the proposed inert filling will be done, is surrounded with a clay slurry wall. The clay slurry wall provides a barrier to groundwater infiltration and significantly limits future contact and flow of groundwater into or out of the proposed inert fill.
2. Design and Operations Plan – The filling operations will be done in conformance with a Design and Operations Plan (DOP) that will be approved by the Colorado Department of Public Health and Environment (CDPHE) and Adams County. The DOP assures that the filling and operational activities comply with State and County regulations.
3. Water and Sewer – The site does not have or need water and sewer for the inert fill. Dust suppression water will be available from the Stagecoach pit and a portable toilet will be supplied at the entrance. Public water service is available along Brighton Road. Future septic systems will be put in place as needed.
4. Utility Service – United Power provides electric service to the property.
5. Fire Protection – Brighton Fire Protection District provides emergency services to the property. There are no building plans or property improvements that require approvals from the District.
6. Geologic and Soils Conditions – Houses and highways have been constructed on adjacent and nearby property. There are no geologic conditions or concerns associated with the property. Future buildings will require soils and subsurface conditions testing for foundation designs that will be part of the building permit process. It should be noted that AFS intends to maintain an inert fill free of larger pieces of rock, concrete, asphalt of other aggregate. By doing this, installation of utilities will be easier, and houses can be built either slab on grade or with basement with a minor grade change to a future lot.
7. Floodplain and Drainage – The 100-year floodplain is delineated on the FIRM Map. The west side of the site is within the floodplain of the South Platte River. The purpose of the inert fill is to bring the grades to similar elevations that existed prior to mining. During the filling, all stormwater drainage will be into the mined pit and not run-off of the site. The area within the floodplain will be brought to grade, but not above grade and thus a floodplain use permit will not be required.
8. Road Improvements – There is no need for road improvements. The existing entrance to the Worthing Inert Fill site (aka Henderson Inert Fill) at 13205

Brighton Rd will be used to access the Stagecoach Inert Fill site. The existing entrance is located at approximately 132<sup>nd</sup> and Brighton Road. No public road improvements are needed or proposed with the request. A traffic engineer report from LSC Consulting is attached and indicates that no additional roadway improvements are needed with existing traffic or conditions well into the future.

9. Neighborhood Meeting – A neighborhood meeting was held on February 2, 2022. Approximately 40 neighbors were sent notices with a complete notice list provided in the summary. The primary issues discussed were related to traffic, dust suppression, noise from trucks, and future proposed use.

AFS has a long history of working with inert fill sites. Since the early 1980s, AFS has held permits exclusively for inert fill, setting a permitting trend for facilities. Permits allow for a secure, well managed site with a known closure condition and filling without environmental impacts. The proposed CD is compatible with the surrounding A-1 and A-3 zoned properties, the Adams County Comprehensive Plan and requirements of Adams County's Standards and Regulations. The proposal is harmonious and not detrimental to the surrounding area, to the character of the neighborhood, and respects the health, safety, and welfare of the inhabitants of the area and of the County. The applicant respectfully requests a favorable recommendation from the County Staff, and favorable approvals from the Planning Commission and Board of County Commissioners.

**Attachments include:**

1. Land Survey Plat – Stagecoach
2. Entrance and Traffic Flow Map
3. Legal Description
4. Certificate of Taxes Paid
5. Proof of Ownership
6. Title Commitment
7. Neighborhood Meeting
8. Traffic Engineering Report

**Upcoming activities for submittals:**

Preparation of Inert Fill Design and Operation Plan

Certificate of Notice to Mineral Estate Owners/and Lessees – will be submitted once hearing date is set

Certificate of Surface Development – will be submitted once hearing date is set

Highlights of the proposed inert fill application are:

- Clay slurry wall barrier surrounding the pit meeting DWR standards for water storage
- Only the mined pit is being filled
- Restoring the property to pre-mining grades is needed to have usable land for future development
- Upper 3 feet of surface will be filled with materials meeting the geotechnical needs for a slab on grade concrete pad and utility installation
- Traffic impacts will not change in that truck traffic going to the currently operating Worthing fill site will instead go to the Stagecoach site through the same entrance off Brighton Road
- A traffic study by LSC Consultants generally concludes that no road improvements are needed for existing traffic or conditions well into the future.
- Consistent with the Adam County 2012 Comprehensive Plan
- Neighborhood Meeting Summary indicates that the project is generally acceptable to the neighbors

The applicant is aware of required submittals including but not limited to:

- Site plans for development
- Certificates of notice to mineral estate owners
- Certificate of surface development
- Fire protection report
- School impact analysis

**OWNER REPRESENTATIVE:**  
Henderson Aggregate, LTD.  
Ben Frei – 303-913-6532  
bfrei@albertfreiandsons.com

**CONSULTANT:**  
Mark Molen – 303-450-1600  
mark@molenandassociates.com



**LAND SURVEY PLAT**  
 LOCATED IN THE SOUTH 1/2 OF SECTION 26 AND THE NORTHWEST 1/4 OF SECTION 35,  
 TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
 COUNTY OF ADAMS, STATE OF COLORADO

**SCHEDULE B - SECTION II EXCEPTION NOTES**

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD, RIGHT OF WAY, AND TITLE OF RECORD. GILLIANS LAND CONSULTANTS RELIED UPON STEWART TITLE GUARANTY COMPANY COMMITMENT NO. 21000310684, EFFECTIVE DATE AUGUST 19, 2021, 5.30, P.M. FOR THIS INFORMATION.

SCHEDULE B - SECTION 2 EXCEPTIONS, UNDERLINED NUMBERS CORRESPOND WITH EXCEPTION NUMBER AND SURVEYOR'S NOTE CONCERNING EACH EXCEPTION ADDRESSED. ITEMS 1-8, 64 AND 65 ARE GENERAL EXCEPTIONS AND NOT ASSOCIATED WITH RECORDED DOCUMENTS AND ARE NOT ADDRESSED. THESE ITEMS SHOULD BE REVIEWED BY LEGAL COUNSEL AND MAY AFFECT THE SUBJECT PROPERTY.

- 9 RIGHT OF WAY EASEMENT FOR MOUNTAIN STATE TELEPHONE AND TELEGRAPH COMPANY RECORDED MARCH 10, 1931 IN BOOK 194 AT PAGE 431. NOTE: AS TO PARCELS IA AND IB. EASEMENT LOCATION NOT MATHEMATICALLY DEFINED. REFERENCES AN ANCHOR AT POLE #789 (LOCATION UNKNOWN). NOT PLOTTED.
- 10 THE PLAT, MINING PLAN AND RECLAMATION PLAN OF STAGECOACH STOP PIT RECORDED APRIL 20, 1983 AT RECEPTION NO. F431146 AND THE PLAT, REZONING AND RECREATIONAL USE PERMIT OF STAGECOACH STOP PIT - AMENDMENT NO. 1 RECORDED JULY 10, 2002 AT RECEPTION NO. C0994650. NOTE: AS TO PARCEL IA AND IB RECEPTION #C0994650 DEDICATES A 10' WIDE UTILITY EASEMENT ADJACENT TO PUBLIC STREETS AND AROUND PERIMETER OF EACH LOT, AS SHOWN AND LABELED HEREON. A BLANKET MAINTENANCE ACCESS IS GRANTED TO THE COUNTY FOR ALL STORM DRAINAGE FACILITIES OVER THE STAGECOACH STOP PIT AMENDMENT NO. 1 PROPERTY. NOT PLOTTED.
- 11 ORDINANCE NO. 1302 RECORDED APRIL 25, 1988 IN BOOK 3439 AT PAGE 94. NOTE: AS TO PARCEL IA AND IB SUBJECT PROPERTY DOES NOT LIE WITHIN LAND DESCRIBED IN ORDINANCE. NOT PLOTTED.
- 12 ZONING HEARING DECISION, CASE NO. PRJ-2001-00060 RECORDED MARCH 21, 2002 AT RECEPTION NO. C0943921 AND CASE NO. RCU2006-00029 RECORDED SEPTEMBER 25, 2006 AT RECEPTION NO. 20060925000966550. NOTE: AS TO PARCEL IA AND IB TWO OF THE THREE LAND DESCRIPTIONS DO NOT CLOSE. THE INTENTION APPEARS TO BE TO DESCRIBE THE SAME PROPERTY AS STAGECOACH STOP PIT, REC. #B431146. NOT PLOTTED.
- 13 AMENDMENT TO CERTIFICATE OF ORGANIZATION FOR THE E-470 PUBLIC HIGHWAY RECORDED DECEMBER 19, 1995 IN BOOK 4646 AT PAGE 979. NOTE: AS TO ALL PARCELS SUBJECT PROPERTY LIES WITHIN LAND DESCRIBED IN AMENDMENT. NOT PLOTTED.
- 14 RESERVATIONS OF OIL AND GAS AS CONTAINED IN WARRANTY DEED RECORDED MAY 16, 1975 IN BOOK 1994 AT PAGE 563. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB APPEARS TO DESCRIBE PARCEL IIB AS SHOWN AND LABELED HEREON. NOT PLOTTED.
- 15 WATER QUIT CLAIM DEED RECORDED APRIL 1, 1992 IN BOOK 3885 AT PAGE 833 AND SPECIAL WARRANTY DEED RECORDED APRIL 1, 1992 IN BOOK 3885 AT PAGE 808. NOTE: AS TO PARCEL IIB GRAVEL AREA 4, PARCEL B APPEARS TO DESCRIBE PARCEL IIB AS SHOWN AND LABELED HEREON. NOT PLOTTED.
- 16 AN EASEMENT GRANTED TO BROMLEY PARK METROPOLITAN DISTRICT NO. 1 IN INSTRUMENT RECORDED DECEMBER 31, 2002 AT RECEPTION NO. C1074107. NOTE: AS TO PARCEL IIB EASEMENTS SHOWN AND LABELED HEREON ON PARCEL IIB.
- 17 INCLUSION WITHIN THE BROMLEY PARK METROPOLITAN DISTRICT NO. 1 AND THE SILVER PEAKS METROPOLITAN DISTRICT NO. 1 RECORDED FEBRUARY 28, 2003 AT RECEPTION NO. C1103588 AND RECEPTION NO. C1103588. NOTE: AS TO PARCEL IIB BOTH DEEDS REFERENCE RECEPTION #C1074107. SEE EXCEPTION 16, ABOVE.
- 18 NON-TRIBUTARY GROUND WATER CONSENT LANDOWNERSHIP STATEMENT RECORDED AUGUST 1, 2003 AT RECEPTION NO. C1185248. NOTE: AS TO PARCELS IIB SUBJECT PARCEL IIB APPEARS TO BE SHOWN AS PARCEL B ON MAP IN STATEMENT. NOT PLOTTED.
- 19 DIVERSION STRUCTURE EASEMENT AGREEMENT RECORDED JULY 9, 2005 AT RECEPTION NO. 20050708000723510. NOTE: AS TO PARCEL IIB EASEMENT LIES ON PARCEL IIB, AS SHOWN AND LABELED HEREON.
- 20 ZONING HEARING DECISION CASE NO. EXC2005-00005, WORTHING PIT EXPANSION RECORDED FEBRUARY 17, 2006 AT RECEPTION NO. 20060217000168780. NOTE: AS TO PARCEL IIB THE LEGAL DESCRIPTION IN DECISION AND THE EXCEPTION BOOK 316, PAGE 131 DO NOT CLOSE MATHEMATICALLY. THE APPROXIMATED LOCATION IS SHOWN AND LABELED HEREON. PROPERTY DESCRIBED IN DECISION DOES NOT APPEAR INTENDED TO INCLUDE SUBJECT PARCEL IIB, BUT THE APPROXIMATED LOCATION DOES SHOW SOME OVERLAPS. IT IS UNCLEAR WHETHER THIS AFFECTS PARCEL IIB.
- 21 THE FOLLOWING IN REGARDS TO THE SOUTH PLATTE RIVER:  
 A) ALL RIGHT, TITLE OR CLAIM OR ANY CHARACTER BY THE UNITED STATES, STATE, LOCAL GOVERNMENT OR BY THE PUBLIC GENERALLY IN AND TO ANY PORTION OF THE LAND LYING WITHIN THE CURRENT OR FORMER BED, OR BELOW THE ORDINARY HIGH WATER MARK, OR BETWEEN THE CUT BANKS OF THE SOUTH PLATTE RIVER NAVIGABLE IN FACT OR IN LAW.  
 B) RIGHT OF RIPARIAN WATER RIGHTS OWNERS TO THE USE AND FLOW OF THE WATER.  
 C) THE CONSEQUENCE OF ANY PAST OR FUTURE CHANGE IN THE LOCATION OF THE BED.  
 NOTE: AS TO ALL PARCELS APPROXIMATE LOCATION OF EXISTING BANKS OF THE SOUTH PLAT RIVER ARE PLOTTED AND LABELED HEREON.
- 22 THE FOLLOWING MATTER DISCLOSED BY LAND SURVEY PLAT DATE FEBRUARY 5, 2009, PREPARED BY BORN ENGINEERING, AS JOB NUMBER 09005, TO WIT:  
 A) RIGHT OF OTHER IN AND TO THAT PORTION OF LAND BETWEEN THE FENCE LINE AND THE PROPERTY LINE. EXISTING FENCES ARE SHOWN AND LABELED HEREON.
- 23 EASEMENTS AS SHOWN IN EASEMENT DEED RECORDED APRIL 1, 2009 AT RECEPTION NO. 2009000022583. NOTE: AS TO PARCEL IIB DRAINAGE EASEMENT SHOWN AND LABELED HEREON. APPEARS TO AFFECT SUBJECT PARCEL IIB.
- 24 EASEMENTS AS SHOWN IN EASEMENT DEED RECORDED APRIL 1, 2009 AT RECEPTION NO. 2009000022584. NOTE: AS TO PARCELS IA AND IB DRAINAGE EASEMENT SHOWN AND LABELED HEREON. APPEARS TO AFFECT SUBJECT PARCELS IA AND IB.
- 25 ZONING HEARING DECISION - CASE #RCU2009-00003, STAGECOACH WORTHING PIT PERMIT RECORDED JULY 22, 2009 AT RECEPTION NO. 2009000053953. NOTE: AS TO ALL PARCELS LEGAL DESCRIPTION IN DECISION DESCRIBES THE SUBJECT PROPERTY PARCELS IA, IB AND IIB AS SHOWN AND LABELED HEREON. NOT PLOTTED.
- 26 EASEMENT DEEDS (PIPELINE) RECORDED JANUARY 8, 2010 AT RECEPTION NO. 2010000001544 AND RECEPTION NO. 2010000001547. NOTE: AS TO PARCELS IA AND IB. EASEMENT AGREEMENT 8 IN EXHIBIT A IS THE ONLY EASEMENT INCLUDED IN THE TITLE COMMITMENT FOR THE SUBJECT PROPERTY, AS REC. #20050708000723510. EASEMENT LIES ON PARCEL IIB AS SHOWN AND LABELED HEREON. [SEE EXCEPTION 19, ABOVE.]
- 27 ZONING HEARING DECISION - CASE #PLN2010-00012, METRO WASTEWATER ASSI/GA PERMIT RECORDED FEBRUARY 1, 2011 AT RECEPTION NO. 2011000007884. NOTE: ZONING HEARING DECISION - CASE #PLN2010-00012, METRO WASTEWATER ASSI/GA PERMIT RECORDED JULY 26, 2013 AT RECEPTION NO. 2013000065086. NOTE: AS TO ALL PARCELS PARCEL NUMBERS FOR SUBJECT PROPERTY PARCELS IA, IB AND IIB ARE LISTED IN THE DECISIONS. NOT PLOTTED.
- 28 OIL AND GAS LEASE AGREEMENT RECORDED NOVEMBER 12, 2013 AT RECEPTION NO. 2013000096955. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO ALL PARCELS EXHIBIT A INCLUDES DESCRIPTIONS OF PARCELS IA AND IB. NOT PLOTTED.
- 29 MEMORANDUM OF SURFACE USE AGREEMENT RECORDED NOVEMBER 12, 2013 AT RECEPTION NO. 2013000096956. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO ALL PARCELS EXHIBIT A INCLUDES DESCRIPTIONS OF PARCELS IA, IB AND IIB. NOT PLOTTED.
- 30 REQUEST FOR NOTIFICATION OF APPLICATION FOR DEVELOPMENT RECORDED JULY 13, 2016 AT RECEPTION NO. 2016000055794. NOTE: AS TO PARCEL IIB SUBJECT PARCEL IIB LIES WITHIN SECTION 26, TOWNSHIP 1 SOUTH, RANGE 67 WEST AND IS THEREFORE AFFECTED BY REQUEST. NOT PLOTTED.
- 31 RESERVATIONS AS SHOWN IN MINERAL DEED RECORDED DECEMBER 16, 2016 AT RECEPTION NO. 201600011042. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB SUBJECT PARCEL IIB LIES WITHIN THE SW1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 67 WEST AND IS THEREFORE AFFECTED BY RESERVATION. NOT PLOTTED.

37 WEST OF THE 6TH PRINCIPAL MERIDIAN, LYING TO THE SOUTH PLATTE RIVER (AS NOW LOCATED).

26. NE OF SAID SOUTHWEST ONE-QUARTER OF IE OF COUNTY ROAD NO. 31, SAID POINT BEING TANCE OF 1213.32 FEET; A DISTANCE OF 525.94 FEET TO A POINT;

ORTH LINE OF SAID SOUTHWEST ONE-QUARTER FEET TO A POINT ON THE CENTERLINE OF THE

THWEST ONE-QUARTER OF SECTION 26, ET TO THE SOUTHWEST CORNER OF SAID

IE-QUARTER OF SAID SECTION 26, A DISTANCE

36 WEST OF THE 6TH PRINCIPAL MERIDIAN,

NE OF SAID SECTION 26, A DISTANCE OF SAID POINT BEING THE TRUE POINT OF

TANCE OF 784.42 FEET;

SOUTH LINE OF SAID SOUTHWEST ONEQUARTER; EET TO THE TRUE POINT OF BEGINNING,

RLINE OF THE SOUTH PLATTE RIVER (AS NOW IS LOCATED DURING THIS SURVEY.

BASED UPON ANY DEFECT IN THIS SURVEY WITHIN TION BASED UPON ANY DEFECT IN THIS SURVEY BE IEON.

Y ADDITIONAL OR EXTENDED PURPOSES BEYOND THAT OSE TO WHICH IT IS CERTIFIED.

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OR NAIL WITH 1.5"

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**SCHEDULE B - SECTION II EXCEPTION NOTES (CONTINUED)**

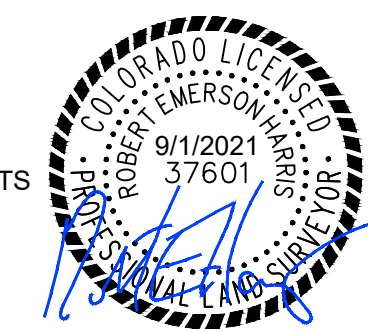
- 32 MEMORANDUM OF CRUDE OIL PURCHASE AGREEMENT RECORDED FEBRUARY 3, 2017 AT RECEPTION NO. 2017000011080. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IA SUBJECT PARCELS IA, IB & IIB LIE WITHIN SECTIONS 26 & 35, TOWNSHIP 1 SOUTH, RANGE 67 WEST AND ARE THEREFORE AFFECTED BY RESERVATION. NOT PLOTTED.
- 33 RESERVATIONS AS SHOWN IN MINERAL DEED RECORDED FEBRUARY 22, 2017 AT RECEPTION NO. 2017000016105. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IA SUBJECT PARCEL IIB LIES WITHIN THE SW1/4 OF SECTIONS 26, TOWNSHIP 1 SOUTH, RANGE 67 WEST AND IS THEREFORE AFFECTED BY RESERVATION. NOT PLOTTED.
- 34 RESERVATIONS AS SHOWN IN MINERAL DEED RECORDED FEBRUARY 28, 2017 AT RECEPTION NO. 2017000017963. NOTE: AS TO PARCEL IIB SUBJECT PARCELS IA, IB & IIB LIE WITHIN TOWNSHIP 1 SOUTH, RANGE 67 WEST AND ARE THEREFORE AFFECTED BY RESERVATION. NOT PLOTTED.
- 35 RESERVATIONS AS SHOWN IN MINERAL DEED RECORDED MARCH 6, 2017 AT RECEPTION NO. 2017000019802. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB SUBJECT PARCEL IIB LIES WITHIN THE SW1/4 OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 67 WEST AND IS THEREFORE AFFECTED BY RESERVATION. NOT PLOTTED.
- 36 OIL AND GAS LEASE RECORDED JULY 5, 2017 AT RECEPTION NO.'S. 2017000057687 AND 201757688. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB LEASES REFERENCE WARRANTY DEED RECEPTION #638405-1961 AND #81744-1975 WHICH CONTAINS CALLS TO "...THE CENTER LINE OF THE PRESENT WATER CHANNEL OF THE SOUTH PLATTE RIVER..." FOR THIS SURVEY, THE EASTERLY LINES OF THE LEASES HAVE BEEN INTERPRETED AS GOING ALONG THE CURRENT CENTER LINE OF THE SOUTH PLATTE RIVER, AS SHOWN AND LABELED HEREON. AFFECTS PARCEL IIB.
- 37 OIL AND GAS LEASE RECORDED JULY 6, 2017 AT RECEPTION NO.'S. 2017000057968, 2017000057969, 2017000057970, 2017000057972. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB LEASE AREAS HAVE SAME LAND DESCRIPTION AS IN EXCEPTION 36, ABOVE, SHOWN AND LABELED HEREON. AFFECTS PARCEL IIB.
- 38 OIL AND GAS LEASE RECORDED JULY 31, 2017 AT RECEPTION NO. 2017000065921. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB EXHIBIT A DESCRIBES SUBJECT PROPERTY PARCEL IIB AS SHOWN AND LABELED HEREON.
- 39 OIL AND GAS LEASE RECORDED OCTOBER 12, 2017 AT RECEPTION NO. 2017000089325. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB THE EASTERLY LINES OF THE LEASES HAVE BEEN INTERPRETED AS GOING ALONG THE CURRENT CENTER LINE OF THE SOUTH PLATTE RIVER, AS SHOWN AND LABELED HEREON. AFFECTS PARCEL IIB.
- 40 OIL AND GAS LEASE RECORDED OCTOBER 13, 2017 AT RECEPTION NO. 2017000089956. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB EXHIBIT A DESCRIBES THE SAME LEASE AREAS AS IN EXCEPTION 39, ABOVE, AS SHOWN AND LABELED HEREON. AFFECTS PARCEL IIB.
- 41 MEMORANDUM OF AGREEMENT GAS GATHERING, PROCESSING AND PURCHASE AGREEMENT RECORDED OCTOBER 19, 2017 AT RECEPTION NO. 2017000091626. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO ALL PARCELS SUBJECT PARCELS IA, IB AND IIB ALL LIE WITHIN LAND AFFECTED BY MEMORANDUM. NOT PLOTTED.
- 42 NON-EXCLUSIVE EASEMENT AS SHOWN IN GENERAL WARRANTY DEED RECORDED NOVEMBER 14, 2017 AT RECEPTION NO. 2017000100562. NOTE: CORRECTION OF GENERAL WARRANTY DEED RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 2017000100907. NOTE: AS TO PARCEL IIB BOTH DEEDS REFERENCE RECEPTION #C1074107. SEE EXCEPTION 16, ABOVE.
- 43 NON-EXCLUSIVE EASEMENT AS SHOWN IN GENERAL WARRANTY DEED RECORDED NOVEMBER 14, 2017 AT RECEPTION NO. 2017000100563. NOTE: CORRECTION OF GENERAL WARRANTY DEED RECORDED NOVEMBER 15, 2017 AT RECEPTION NO. 2017000100908. NOTE: AS TO PARCEL IIB EASEMENT IS NOT MATHEMATICALLY DEFINED. THE DEED STATES, AND EXHIBIT A SHOWS THAT THE HEADGATE LIES ON THE EAST BANK OF THE SOUTH PLATTE RIVER, HOWEVER THE APPROXIMATE LOCATION DESCRIBED ON THE DEED, 1638' EAST OF THE WEST LINE AND 1531' NORTH OF THE SOUTH LINE OF SAID SECTION 26) AND PLACES IT WEST OF THE RIVER, AS SHOWN AND LABELED HEREON. AFFECTS PARCEL IIB. EXISTING HEADGATE IS SHOWN AND LABELED HEREON.
- 44 EASEMENTS AND WATER RIGHTS AS SHOWN IN GENERAL WARRANTY DEED RECORDED NOVEMBER 14, 2017 AT RECEPTION NO. D7129563. NOTE: ARAPAHOE COUNTY RECORDS NOTE: AS TO PARCEL IIB DEED REFERENCE RECEPTION #C1074107. SEE EXCEPTION 16, ABOVE.
- 45 EASEMENTS AND WATER RIGHTS AS SHOWN IN GENERAL WARRANTY DEED RECORDED NOVEMBER 14, 2017 AT RECEPTION NO. D7129564. NOTE: ARAPAHOE COUNTY RECORDS NOTE: AS TO PARCEL IIB EASEMENT IS THE SAME AS IN EXCEPTION 43, ABOVE.
- 46 REAFFIRMATION, SUPPLEMENT AND AMENDMENT TO SECOND AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT OF PRODUCTION, SECURITY AGREEMENT, FINANCING STATEMENT AND FUTURE FILING RECORDED JUNE 7, 2018 AT RECEPTION NO. 2018000046118. NOTE: AS TO PARCEL IA RECEPTION NO. 2013000096955 IS LISTED IN EXHIBIT A (SHEETS 72 AND 74 OF 86) WHICH IS LISTED IN EXCEPTION #28, ABOVE. AFFECTS PARCELS IA AND IB. NOT PLOTTED.
- 47 DECLARATION OF POOLING RECORDED AUGUST 16, 2018 AT RECEPTION NO. 2018000066534. NOTE: AFFIDAVIT OF SCRIVENER'S ERROR RECORDED FEBRUARY 21, 2020 AT RECEPTION NO. 202000016397. NOTE: THE COMPANY MAKES NO REPRESENTATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO ALL PARCELS SUBJECT PARCELS IA AND IB ARE DESCRIBED IN EXHIBIT A OF DECLARATION AND AFFIDAVIT. NOT PLOTTED.

(CONTINUED ON SHEET 2)

**SURVEYOR'S CERTIFICATE**

I, ROBERT E. HARRIS, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY CERTIFY SPECIFICALLY AND ONLY TO HENDERSON AGGREGATE, LTD., A COLORADO LIMITED PARTNERSHIP, THAT IN AUGUST 2021, A PROPERTY SURVEY WAS MADE TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, THAT THE PLAT HEREIN IS AN ACCURATE REPRESENTATION OF THE PROPERTY AS DETERMINED BY THIS SURVEY. ALL NOTES SHOWN HEREON ARE A PART OF THIS CERTIFICATION. THE ENCROACHMENTS, EASEMENTS, RIGHT OF WAYS OR PASSAGEWAYS ACROSS SAID PROPERTY THAT ARE IN EVIDENCE OR KNOWN TO ME, ARE AS SHOWN TO THE BEST OF MY KNOWLEDGE AND BELIEF AND IS NOT EXPRESSED OR IMPLIED AS A GUARANTY OR WARRANTY. THE SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY GILLIANS LAND CONSULTANTS TO DETERMINE OWNERSHIP OF THIS TRACT OR TO VERIFY THE DESCRIPTION SHOWN; THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS; NOR EASEMENTS OF RECORD.

ROBERT E. HARRIS  
 COLORADO P.L.S. 37601  
 FOR & ON BEHALF OF  
 GILLIANS LAND CONSULTANTS  
 rharris@gillianslc.com



**~DRAFT~  
 ELECTRONIC  
 COPY FOR  
 REVIEW ONLY**

**INDEXING STATEMENT**

DEPOSITED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_, AT \_\_\_\_\_, M., IN BOOK \_\_\_\_\_ OF THE COUNTY SURVEYOR'S LAND SURVEY/RIGHT-OF-WAY SURVEYS AT PAGE(S) \_\_\_\_\_, RECEPTION NUMBER \_\_\_\_\_.

\_\_\_\_\_  
 COUNTY SURVEYOR/DEPUTY COUNTY SURVEYOR

**LAND SURVEY PLAT  
 STAGECOACH PIT  
 ADAMS COUNTY, COLORADO**

CERTIFICATION



JOB NO: 21171  
 DRAWN: ALB  
 CHECKED: REH  
 FIELD: JW  
 ISSUE DATE: 8/24/2021  
 SCALE: N/A  
 FILE: 21171 LSP



LAND SURVEY PLAT  
LOCATED IN THE SOUTH 1/2 OF SECTION 26 AND THE NORTHWEST 1/4 OF SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

JED)

MENT AND BILL OF SALE RECORDED APRIL 12, 2018 AT  
ATION AS TO THE PRESENT OWNERSHIP OF ANY SUCH  
S OF INTERESTS THAT ARE NOT LISTED. NOTE: AS TO ALL

131) WHICH IS LISTED IN EXCEPTION #28, ABOVE. AFFECTS

AT RECEPTION NO. 2018000095303. NOTE: THE COMPANY  
INTERESTS. THERE MAY BE LEASES, GRANTS,  
AS TO PARCEL IIB

ECEPTION NO. 2019000031902. NOTE: THE COMPANY MAKES  
ISTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR  
IIB  
SAME LAND DESRIPTION AS SUBJECT PROPERTY PARCEL  
URRENT CENTERLINE OF THE SOUTH PLATTE RIVER IS HELD

D9069166. NOTE: THE COMPANY MAKES NO  
S. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR  
INTY RECORDS NOTE: AS TO PARCEL IIB

NO. 3 DIVERSION AND RETURN FACILITY) RECORDED JULY  
ECEPTION NO. 2019000056213. NOTE: THE COMPANY  
INTERESTS. THERE MAY BE LEASES, GRANTS,  
AS TO PARCEL IIB  
ED, HOWEVER THE REFERENCED EASEMENT IS SHOWN

CORDED MAY 31, 2019 AT RECEPTION NO. 2019000041573.  
IT IS ASSUMED TO BE THE SAME FACILITY AS MENTIONED

EPTION NO. 2019000060693. NOTE: THE COMPANY MAKES  
ISTS. THERE MAY BE LEASES, GRANTS, EXCEPTIONS OR  
IIB  
SAME LAND DESRIPTION AS SUBJECT PROPERTY PARCEL  
URRENT CENTERLINE OF THE SOUTH PLATTE RIVER IS HELD

RECEPTION NO. 2019000085171. NOTE: THE COMPANY  
INTERESTS. THERE MAY BE LEASES, GRANTS,  
AS TO PARCEL IIB  
PARCEL IIB, AS SHOWN AND LABELED HEREON..

2020 AT RECEPTION NO. 2020000072059. NOTE: THE  
ANY SUCH INTERESTS. THERE MAY BE LEASES, GRANTS,  
AS TO PARCEL IIB  
ABELED HEREON, HOLDING THE CURRENT CENTERLINE OF

RECEPTION NO. 2020000072946, 2020000072947,  
ARCEL IIB  
XHIBIT A OF MEMORANDUMS. NOT PLOTTED.

I NO. 2020000100676. NOTE: AS TO ALL PARCELS

EPTION NO. 2020000100677. NOTE: AS TO ALL PARCELS

EPTION NO. 2020000100678. NOTE: AS TO ALL PARCELS  
VED BUT ARE SCALED FROM THE RECORDED LEASE AS  
OCUMENT AND CANNOT BE REVIEWED. APPEARS TO

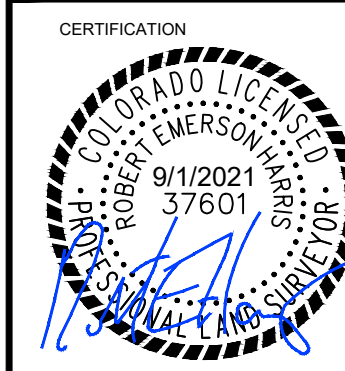
RECORDED OCTOBER 14, 2020 AT RECEPTION  
THE PRESENT OWNERSHIP OF ANY SUCH INTERESTS.  
ISTS THAT ARE NOT LISTED. NOTE: AS TO PARCEL IIB  
TICALLY DEFINED. SUBJECT PROPERTY PARCEL IIB LIES

AT RECEPTION NO. 2020000132526. NOTE: THE COMPANY  
INTERESTS. THERE MAY BE LEASES, GRANTS,  
AS TO PARCEL IIB  
AID DEED. NOT PLOTTED.

N NO. 2021000020357. NOTE: AS TO PARCELS IIB, IIB  
TO IN CONSENT. PROPERTY SHOWN IN EXHIBIT A IS NOT  
FFECT SUBJECT PROPERTY PARCEL IIB. NOT PLOTTED.

NO	DATE	CLIENT COMMENTS	REVISION RECORD	ALB	BY
1	9/1/2021				

LAND SURVEY PLAT  
STAGECOACH PIT  
ADAMS COUNTY, COLORADO



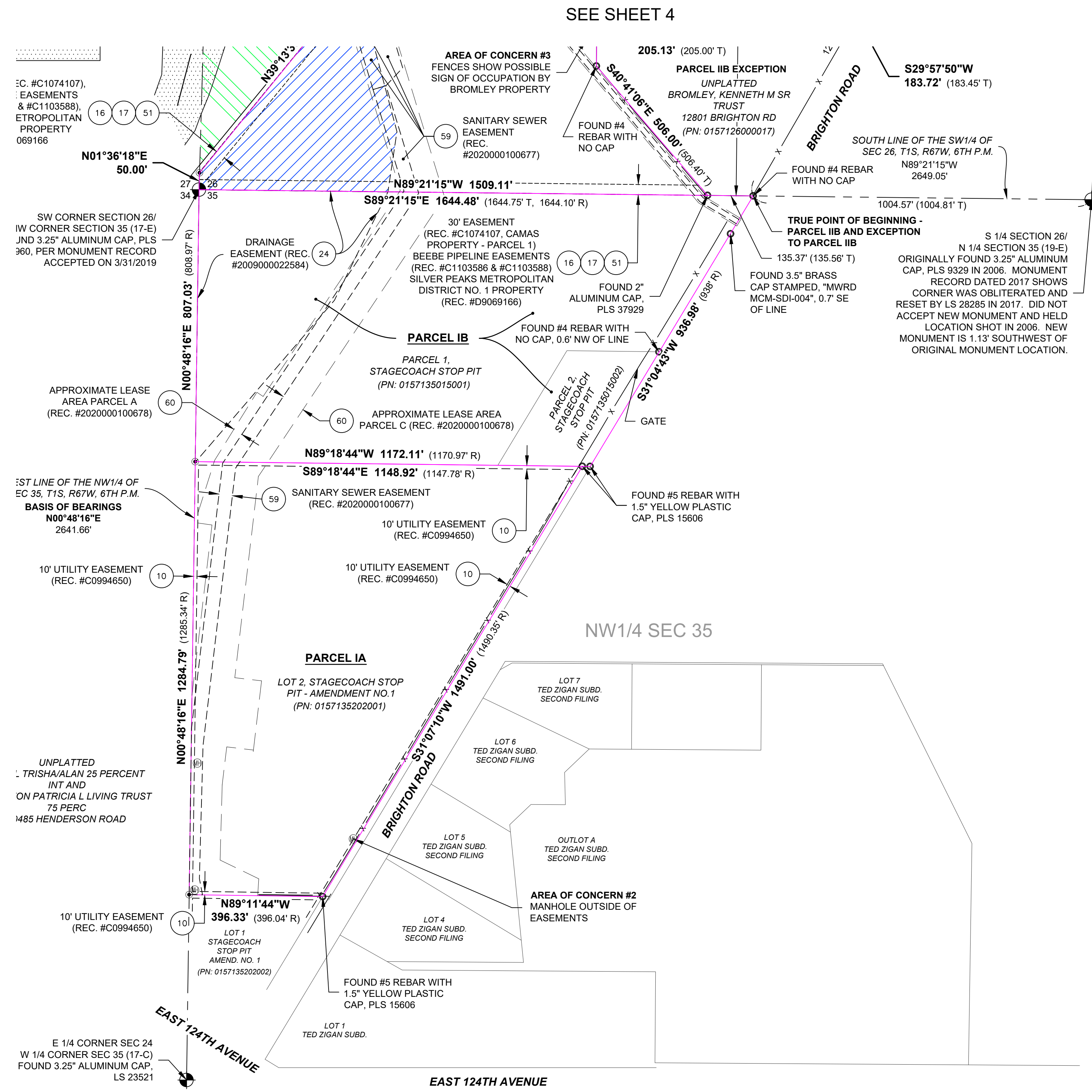
**Gillians**  
GILLIANS LAND CONSULTANTS  
P.O. BOX 746358  
ARVADA, CO 80006-6358  
303-972-8640  
www.gillianslc.com

LAND SURVEYING  
ALTIMETERS SURVEYS  
TOPOGRAPHIC MAPS  
CONSULTING SERVICES

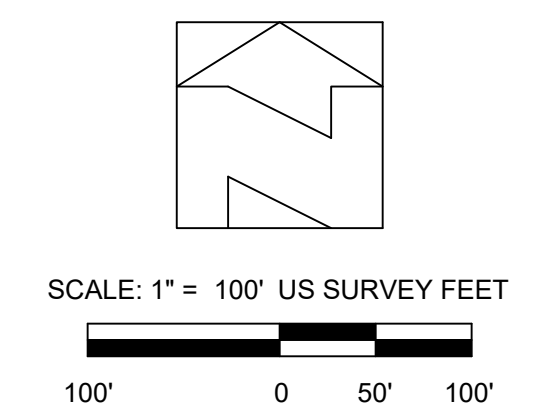
JOB NO: 21171  
DRAWN: ALB  
CHECKED: REH  
FIELD: JW  
ISSUE DATE: 8/24/2021  
SCALE: N/A  
FILE: 21171 LSP

# LAND SURVEY PLAT

LOCATED IN THE SOUTH 1/2 OF SECTION 26 AND THE NORTHWEST 1/4 OF SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 4



NO	DATE	BY	REVISION RECORD
1	9/1/2021	ALB	CLIENT COMMENTS
NO			REVISION RECORD

LAND SURVEY PLAT  
STAGECOACH PIT  
ADAMS COUNTY, COLORADO



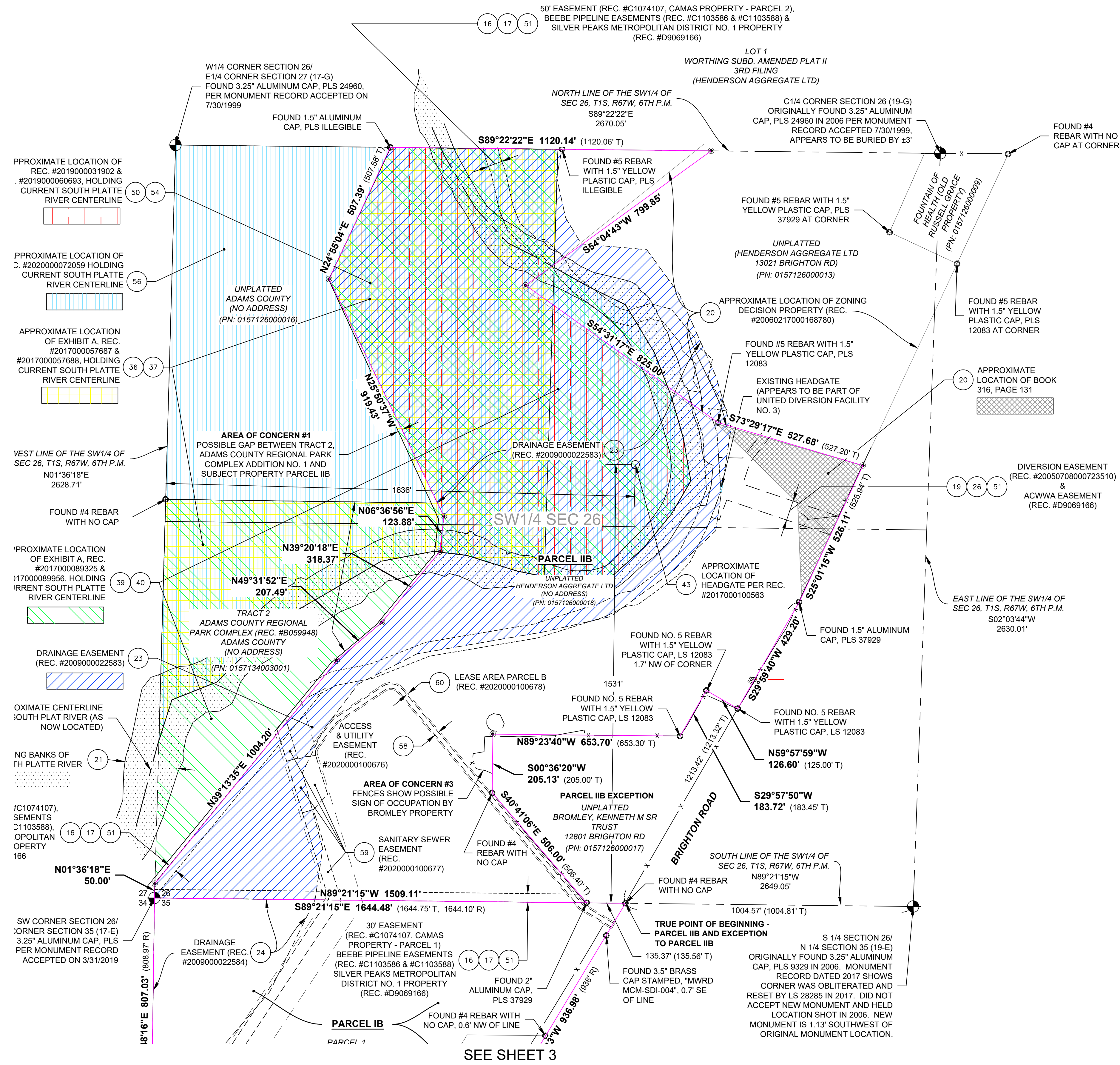
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P.O. BOX 746358  
ARVADA, CO 80006-6358  
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SCALE: N/A  
FILE: 21171 LSP

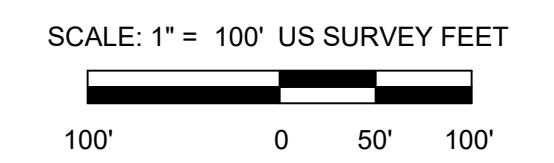


# LAND SURVEY PLAT

LOCATED IN THE SOUTH 1/2 OF SECTION 26 AND THE NORTHWEST 1/4 OF SECTION 35,  
TOWNSHIP 1 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO



SEE SHEET 3



NO	DATE	REVISION RECORD
1	9/1/2021	ALB
NO		BY

LAND SURVEY PLAT  
STAGECOACH PIT  
ADAMS COUNTY, COLORADO



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TOPOGRAPHIC MAPS  
CONSULTING SERVICES  
GILLIANS LAND CONSULTANTS  
P.O. BOX 746358  
ARVADA, CO 80006-6358  
303-972-8640  
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JOB NO: 21171  
DRAWN: ALB  
CHECKED: REH  
FIELD: JW  
ISSUE DATE: 8/24/2021  
SCALE: N/A  
FILE: 21171 LSP

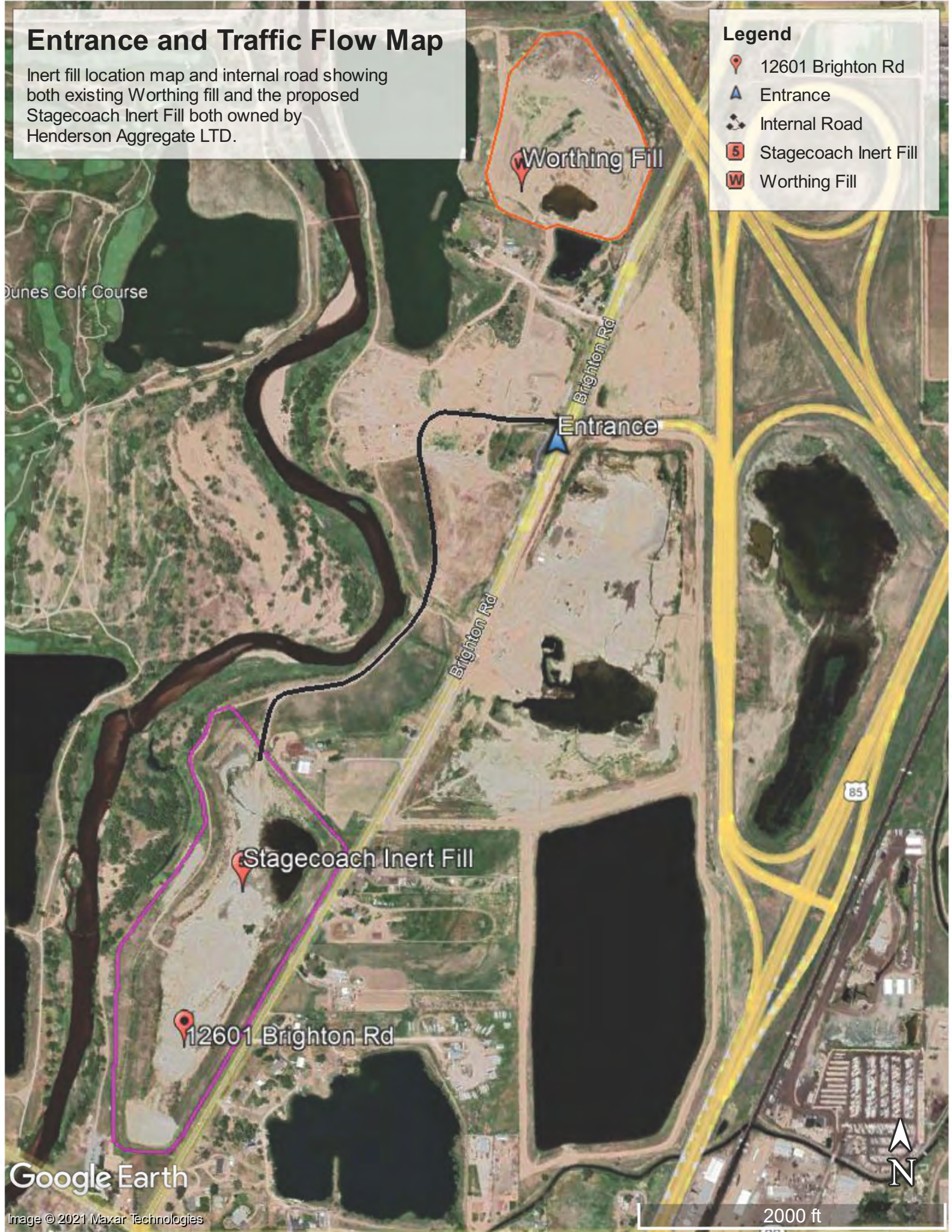


# Entrance and Traffic Flow Map

Inert fill location map and internal road showing both existing Worthing fill and the proposed Stagecoach Inert Fill both owned by Henderson Aggregate LTD.

## Legend

-  12601 Brighton Rd
-  Entrance
-  Internal Road
-  Stagecoach Inert Fill
-  Worthing Fill



Dunes Golf Course

Worthing Fill

Brighton Rd

Entrance

Brighton Rd

Stagecoach Inert Fill

12601 Brighton Rd

85

Google Earth

Image © 2021 Maxar Technologies

2000 ft







LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street  
Denver, CO 80206  
(303) 333-1105  
FAX (303) 333-1107  
E-mail: [lsc@lscdenver.com](mailto:lsc@lscdenver.com)

March 1, 2022

Mr. Mark A. Molen  
Molen and Associates, LLC  
2090 E. 104<sup>th</sup> Avenue, Suite 101  
Thornton, CO 80233

Re: Stagecoach Inert Fill  
Level 2 Traffic  
Impact Analysis  
Adams County, CO  
LSC #211070

Dear Mr. Molen:

In response to your request, LSC Transportation Consultants, Inc. has prepared this Level 2 traffic impact analysis for the proposed Stagecoach Inert Fill development. As shown on Figure 1, the site is located west of Brighton Road and south of E. 132<sup>nd</sup> Avenue in Adams County, Colorado.

## **REPORT CONTENTS**

The report contains the following: the existing roadway and traffic conditions in the vicinity of the site including the lane geometries, traffic controls, posted speed limits, etc.; the existing weekday peak-hour traffic volumes; the existing daily traffic volumes in the area; the typical weekday site-generated traffic volume projections for the site for both an average and maximum day; the assignment of the projected traffic volumes to the area roadways; the projected short-term and long-term background and resulting total traffic volumes on the area roadways; the site's projected traffic impacts; and any recommended roadway improvements to mitigate the site's traffic impacts.

## **LAND USE AND ACCESS**

The site has been used as a fill site for several decades and is currently proposing to extend the permitting for several more years. The extension of the permit will not increase the traffic volumes historically generated by the site. Full movement access exists to Brighton Road. Figure 2 shows the conceptual site plan.

## **ROADWAY AND TRAFFIC CONDITIONS**

### **Area Roadways**

The major roadways in the site's vicinity are shown on Figure 1 and are described below.

- **Brighton Road** is a north-south, two-lane arterial roadway east of the site. The intersections with E. 124<sup>th</sup> Avenue and E. 136<sup>th</sup> Avenue are stop-sign controlled. The posted speed limit is 45 mph in the vicinity of the site.

### **Existing Traffic Conditions**

Figure 3 shows the existing traffic volumes, lane geometries, traffic controls, and posted speed limits in the vicinity of the site on a typical weekday. The weekday peak-hour traffic and daily traffic volumes are from the attached traffic counts conducted by Counter Measures in November 2021.

### **2022 and 2042 Background Traffic**

Figure 4 shows the estimated 2022 background traffic and Figure 5 shows the estimated 2042 background traffic. The background traffic is based on an annual rate of two percent less the existing site-generated trips. Figures 4 and 5 also show the assumed lane geometry and traffic control which is the same as the existing conditions shown in Figure 3.

### **Existing, 2022, and 2042 Background Levels of Service**

Level of service (LOS) is a quantitative measure of the level of congestion or delay at an intersection. Level of service is indicated on a scale from “A” to “F.” LOS A is indicative of little congestion or delay and LOS F is indicative of a high level of congestion or delay. Attached are specific level of service definitions for signalized and unsignalized intersections.

The intersections in the study area were analyzed to determine the existing, 2022, and 2042 background levels of service using Synchro. Table 1 shows the level of service analysis results. The level of service reports are attached.

1. **Brighton Road/E. 136<sup>th</sup> Avenue:** All movements at this unsignalized intersection currently operate at LOS “C” or better and are expected to operate at LOS “C” or better during both morning and afternoon peak-hours through 2042 with the following exception: By 2042, the westbound left-turn movement is expected to operate at LOS “F” in the afternoon peak-hour.
2. **Brighton Road/Site Access:** All movements at this unsignalized intersection currently operate at LOS “D” or better and are expected to operate at LOS “C” or better during both morning and afternoon peak-hours through 2042.
3. **Brighton Road/Henderson Road/E. 124<sup>th</sup> Avenue:** This all-way stop-controlled intersection currently operates at an overall LOS “C” during the morning peak-hour and LOS “E” during the afternoon peak-hour. By 2022, it is expected to operate at LOS “C” during the morning peak-hour and LOS “F” during the afternoon peak-hour. By 2042, both peak-hours are expected to operate at LOS “F”.

**TRIP GENERATION**

Table 2 shows the estimated average weekday trip generation for the proposed site based on information from the applicant for two scenarios (average and maximum round-trips per day).

On an average day, the site is projected to continue to generate about 200 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 10 vehicles would enter and about 10 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 10 vehicles would enter and about 10 vehicles would exit.

On a maximum day, the site is projected to continue to generate about 300 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 15 vehicles would enter and about 15 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 15 vehicles would enter and about 15 vehicles would exit.

**TRIP DISTRIBUTION**

Figure 6 shows the estimated directional distribution of the site-generated traffic volumes on the area roadways. The estimates were based on the location of the site with respect to the regional population, employment, and activity centers; and the site's proposed land use.

**TRIP ASSIGNMENT**

Figure 7a shows the estimated site-generated traffic volumes for an average day based on the directional distribution percentages (from Figure 6) and the average day trip generation estimate (from Table 2).

Figure 7b shows the estimated site-generated traffic volumes for a maximum day based on the directional distribution percentages (from Figure 6) and the maximum day trip generation estimate (from Table 2).

**2022 and 2042 TOTAL TRAFFIC**

Figure 8a shows the 2022 total traffic for an average day which is the sum of the 2022 background traffic volumes (from Figure 4) and the average day site-generated traffic volumes (from Figure 7a). Figure 8a also shows the existing lane geometry and traffic control plus the potential mitigation.

Figure 8b shows the 2022 total traffic for a maximum day which is the sum of the 2022 background traffic volumes (from Figure 4) and the maximum day site-generated traffic volumes (from Figure 7b). Figure 8b also shows the existing lane geometry and traffic control plus the potential mitigation.

Figure 9a shows the 2042 total traffic for an average day which is the sum of 2042 background traffic volumes (from Figure 5) and the average day site-generated traffic volumes (from Figure



7a). Figure 9a also shows the the existing lane geometry and traffic control plus the potential mitigation.

Figure 9b shows the 2042 total traffic for a maximum day which is the sum of 2042 background traffic volumes (from Figure 5) and the maximum day site-generated traffic volumes (from Figure 7b). Figure 9b also shows the the existing lane geometry and traffic control plus the potential mitigation.

### **PROJECTED LEVELS OF SERVICE**

The intersections in the study area were analyzed to determine the 2022 and 2042 total levels of service for both an average and a maximum day. Table 1 shows the level of service analysis results. The level of service reports are attached.

- 1. Brighton Road/E. 136<sup>th</sup> Avenue:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better for both scenarios during both morning and afternoon peak-hours through 2042 with the following exception: By 2042, the westbound left-turn movement is expected to operate at LOS “F” in the afternoon peak-hour in either scenario. All movements would be LOS “D” or better with the potential mitigation.
- 2. Brighton Road/Site Access:** All movements at this unsignalized intersection are expected to operate at LOS “C” or better for both scenarios during both morning and afternoon peak-hours through 2042.
- 3. Brighton Road/Henderson Road/E. 124<sup>th</sup> Avenue:** This all-way stop-controlled intersection is expected to operate at an overall LOS “D” during the morning peak-hour and LOS “F” during the afternoon peak-hour in either scenario through 2022. By 2042, it is expected to operate at LOS “F” during both peak-hours in either scenario. With the potential mitigation including traffic signal control it is expected to operate at LOS “C” during both peak-hours through 2042.

### **CONCLUSIONS AND RECOMMENDATIONS**

#### **Trip Generation**

1. On an average day, the site is projected to continue to generate about 200 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 10 vehicles would enter and about 10 vehicles would exit the site. During the afternoon peak-hour, about 10 vehicles would enter and about 10 vehicles would exit.
2. On a maximum day, the site is projected to continue to generate about 300 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, about 15 vehicles would enter and about 15 vehicles would exit the site. During the afternoon peak-hour, about 15 vehicles would enter and about 15 vehicles would exit.

**Projected Levels of Service**

- 3. All movements at the unsignalized intersections are expected at LOS “D” or better during both peak-hours through 2042 with the following exception: The westbound left-turn movement at the Brighton Road/E. 136<sup>th</sup> Avenue is expected to operate at LOS “F” in the afternoon peak-hour in either scenario with the existing lane geometry and traffic control. This movement would improve to LOS “D” or better with the potential mitigation which is providing a westbound to southbound acceleration lane.
- 4. The all-way stop-controlled Brighton Road/Henderon Road/E. 124<sup>th</sup> avenue is expected to operate at LOS “F” in either scenario by 2042. With the recommended improvements which include traffic signal control for this intersection, it is expected to operate at LOS “C” through 2042.

**Conclusions**

- 5. The continued impact of the proposed Stagecoach Inert Fill development can be accommodated by the existing roadway network. The following recommended improvements would mitigate existing and future background traffic issues. The site is expected to have minimal impact so any contribution or mitigation provided by the applicant should be minimal.

**Recommendations**

- 6. A westbound to southbound left-turn acceleration lane on Brighton Road departing E. 136<sup>th</sup> Avenue would mitigate background traffic growth and be needed with or without development of the site. Site traffic is expected to comprise less than three percent of the traffic making this movement in 2042.
- 7. Separate left-turn lanes for the eastbound and westbound approaches (100 feet each) would mitigate 2022 background traffic and be needed with or without development of the site. Separate left-turn lanes on each approach (100 feet each) plus traffic signal control at the Brighton Road/Henderson Road/E. 124<sup>th</sup> Avenue intersection would mitigate growth in 2042 background traffic and be needed with or without development of the. Site traffic is expected to comprise less than one percent of the peak-hour traffic at this intersection in 2042.

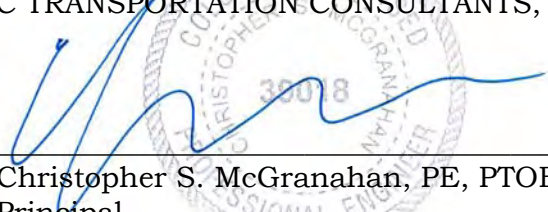
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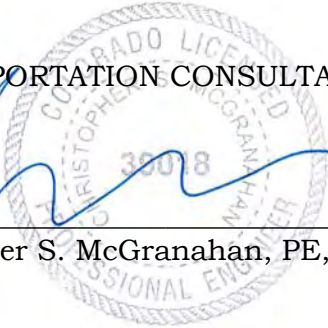
We trust our findings will assist you in gaining approval of the proposed Stagecoach Inert Fill development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By

  
\_\_\_\_\_  
Christopher S. McGranahan, PE, PTOE  
Principal



CSM/wc

3-1-22

Enclosures: Tables 1 and 2  
Figures 1 - 9b  
Traffic Count Reports  
Level of Service Definitions  
Level of Service Reports

**Table 1  
Intersection Levels of Service Analysis  
Stagecoach Inert Fill  
Adams County, CO  
LSC #211070; March, 2022**

Intersection No. & Location	Traffic Control	Existing Traffic		2022 Background Traffic		2022 Total Traffic Average Day		2022 Total Traffic Maximum Day		2022 Total Traffic Maximum Day Mitigated <sup>(1)</sup>		2042 Background Traffic		2042 Total Traffic Average Day		2042 Total Traffic Maximum Day		2042 Total Traffic Maximum Day Mitigated <sup>(2) (3)</sup>		
		Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service	Level of Service
		AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM	PM	AM
1) <u>Brighton Road/E. 136th Avenue</u>	TWSC																			
WB Left		B	C	B	C	B	C	B	C			C	F	C	F	C	F	C	D	
WB Right		A	B	A	B	A	B	A	B			A	B	A	B	A	B	A	B	
SB Left		A	A	A	A	A	A	A	A			A	A	A	A	A	A	A	A	
Critical Movement Delay		13.3	19.8	13.4	20.1	13.5	20.4	13.6	20.6			18.6	70.4	18.9	73.8	19.0	74.6	15.6	28.8	
2) <u>Brighton Road/Site Access/ E. 132nd Avenue</u>	TWSC																			
NB Left		A	A	A	A	A	A	A	A			A	A	A	A	A	A			
EB Approach		B	D	A	A	B	C	B	C			A	A	B	C	B	C			
WB Approach		A	B	B	C	B	C	B	C			B	C	B	C	B	C			
SB Left		A	A	A	A	A	A	A	A			A	A	A	A	A	A			
Critical Movement Delay		11.0	25.0	10.5	15.5	12.3	18.4	12.5	18.9			10.5	15.5	12.3	18.4	12.5	18.9			
3) <u>Brighton Road/Henderson Road/ E. 124th Avenue</u>	AWSC																			
NB Left/Through		C	C	C	C	C	C	C	C	C	C	D	E	D	E	D	E			
NB Right		A	B	A	B	A	B	B	B	A	B	B	B	B	B	B	B			
EB Approach		D	F	D	F	E	F	E	F	--	--	F	F	F	F	F	F			
EB Left		--	--	--	--	--	--	--	--	B	B	--	--	--	--	--	--			
EB Through/Right		--	--	--	--	--	--	--	--	C	D	--	--	--	--	--	--			
WB Left/Through		C	E	C	E	C	E	C	E	--	--	F	F	F	F	F	F			
WB Left		--	--	--	--	--	--	--	--	B	B	--	--	--	--	--	--			
WB Right		A	A	A	A	A	A	A	A	--	--	B	B	B	B	B	B			
WB Through/Right		--	--	--	--	--	--	--	--	C	D	--	--	--	--	--	--			
SB Left		B	B	B	B	B	B	B	B	B	B	B	C	B	C	B	C			
SB Through/Right		B	C	B	C	B	C	B	C	B	C	D	D	D	E	D	D			
Entire Intersection Delay (sec /veh)		24.4	47.9	24.6	52.7	25.4	55.4	25.9	56.6	18.3	24.2	140.3	>240	143.9	>240	145.3	>240			
Entire Intersection LOS		C	E	C	F	D	F	D	F	C	C	F	F	F	F	F	F			
	Signalized																			
EB Left																			B	B
EB Through/Right																			B	B
WB Left																			B	B
WB Through/Right																			C	C
NB Left																			C	C
NB Through/Right																			B	B
SB Left																			C	C
SB Through/Right																			C	C
Entire Intersection Delay (sec /veh)																			20.4	23.2
Entire Intersection LOS																			C	C

(1) Potential 2022 mitigation is converting the east-west approaches to have dedicated left-turn lanes (100 feet each) and a shared through/right lane.  
(2) Potential 2042 mitigation is traffic signal control and having a dedicated left-turn lane on each approach. The proposed site is expected to comprise about one percent of 2022 total traffic and about 0.7 percent of 2042 total traffic.  
(3) Potential mitigation is a westbound to southbound acceleration lane on Brighton Road. The proposed site is expected to comprise less than three percent of 2042 total traffic.

**Table 2**  
**ESTIMATED TRAFFIC GENERATION**  
**Stagecoach Inert Fill**  
**Adams County, CO**  
**LSC #211070; March, 2022**

Trip Generating Category	Vehicle-Trips Generated <sup>(1)</sup>				
	Average	AM Peak-Hour		PM Peak-Hour	
	Weekday	In	Out	In	Out
<b>CURRENTLY PROPOSED LAND USE</b>					
<b>Average Round Trips Per Day = 100</b>					
Round Trips	200	10	10	10	10
<b>Maximum Round Trips Per Day = 150</b>					
Round Trips	300	15	15	15	15

Notes:

(1) Assumes 10% of the daily trips occur during each peak-hour.



Figure 1

# Vicinity Map

Stagecoach Inert Fill (LSC #211070)

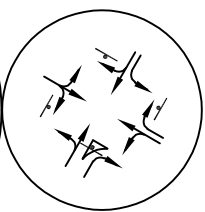
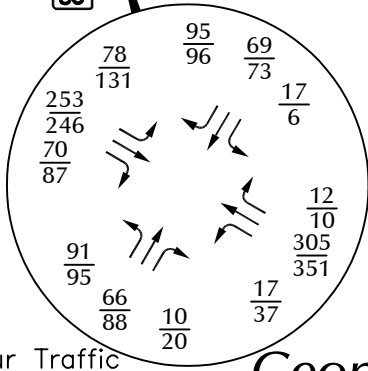
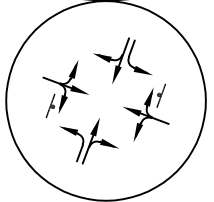
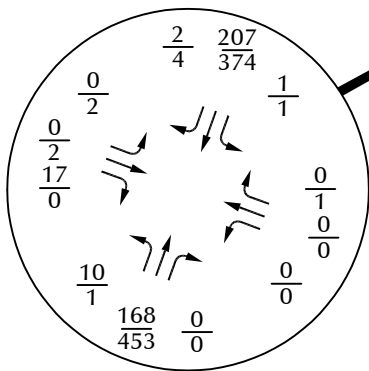
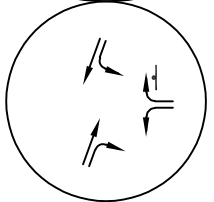
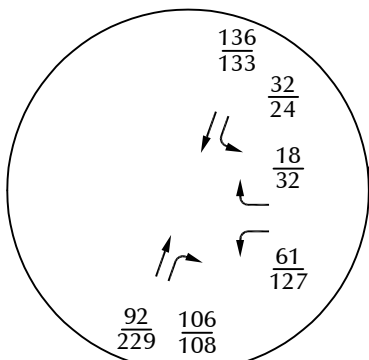




Figure 2

# Site Plan

Stagecoach Inert Fill (LSC #211070)



LEGEND:

- = Stop Sign
- = Speed Limit
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic

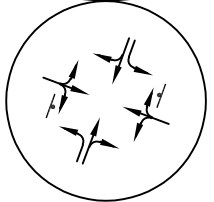
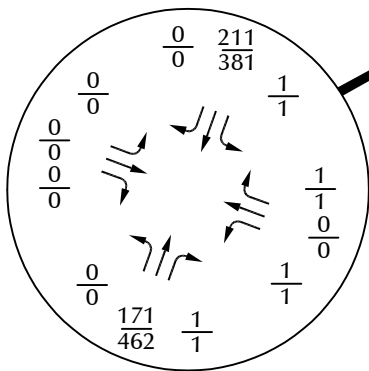
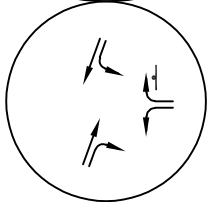
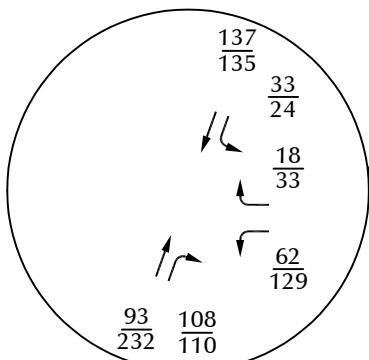


Figure 3

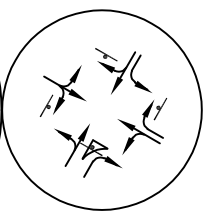
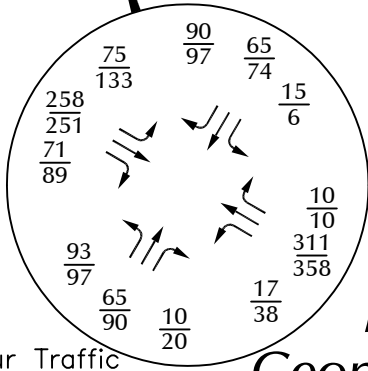
# Existing Traffic, Lane Geometry and Traffic Control

Stagecoach Inert Fill (LSC #211070)





Note: Assumes annual growth rate of two percent less the existing site trips.



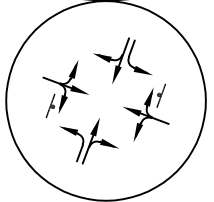
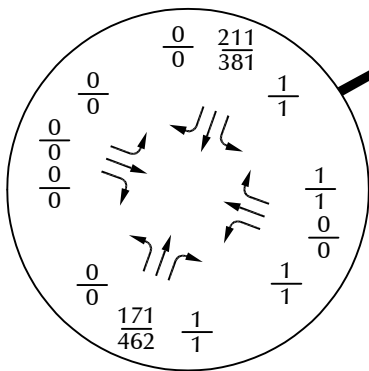
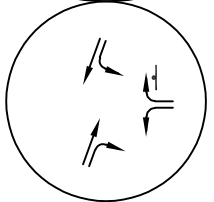
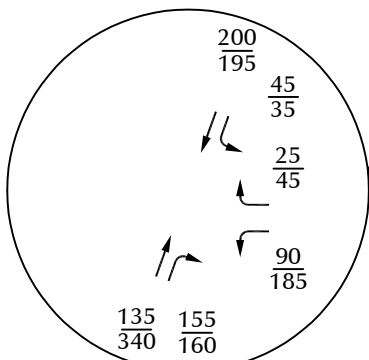
LEGEND:



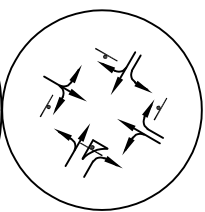
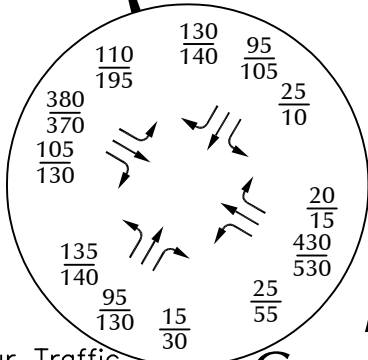
- † = Stop Sign
- $\frac{26}{35}$  = AM Peak Hour Traffic
- $\frac{35}{26}$  = PM Peak Hour Traffic
- 1.000 = Average Daily Traffic

Figure 4  
**Year 2022**  
**Background Traffic, Lane**  
**Geometry and Traffic Control**

Stagecoach Inert Fill (LSC #211070)



Note: Assumes annual growth rate of two percent less the existing site trips.



LEGEND:

- † = Stop Sign
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic



Figure 5  
Year 2042  
Background Traffic, Lane  
Geometry and Traffic Control

Stagecoach Inert Fill (LSC #211070)





Figure 6

# Directional Distribution of Site-Generated Traffic

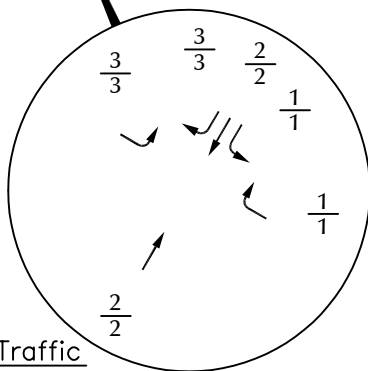
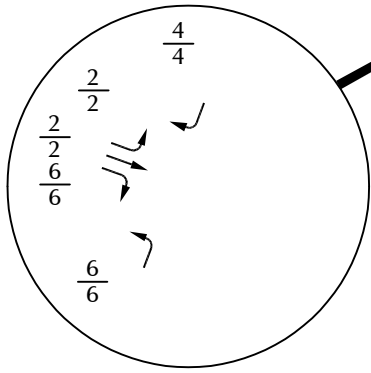
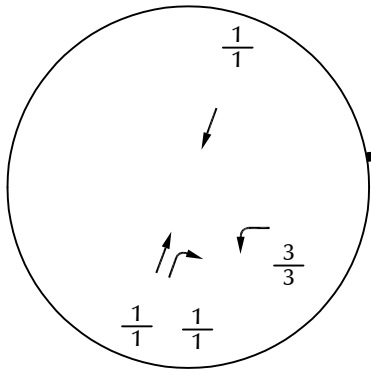
Stagecoach Inert Fill (LSC #211070)

LEGEND:

← 65% → = Percent Directional Distribution







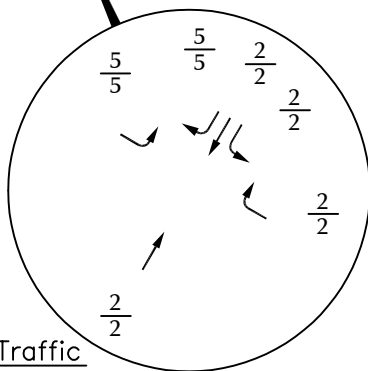
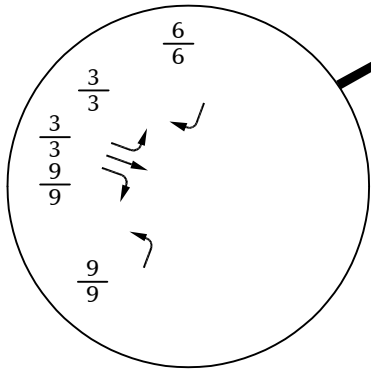
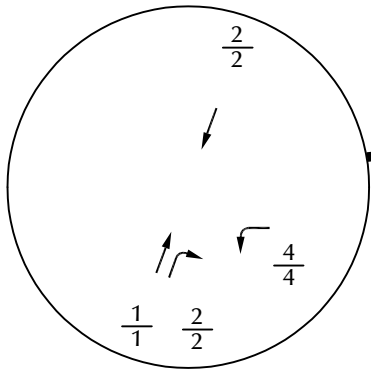
LEGEND:

$\frac{26}{35}$  = AM Peak Hour Traffic  
 $\frac{35}{35}$  = PM Peak Hour Traffic

1.000 = Average Daily Traffic

Figure 7a  
**Assignment of  
 Site-Generated Traffic  
 for an Average Day**

Stagecoach Inert Fill (LSC #211070)



LEGEND:

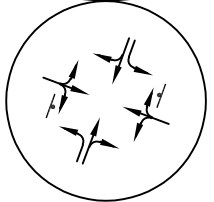
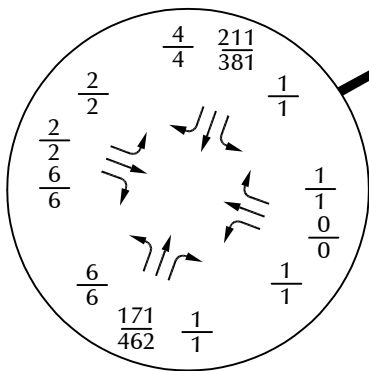
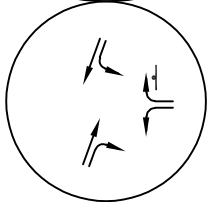
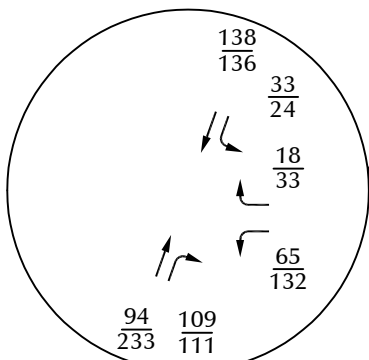
$\frac{26}{35}$  = AM Peak Hour Traffic  
 $\frac{35}{35}$  = PM Peak Hour Traffic

1.000 = Average Daily Traffic

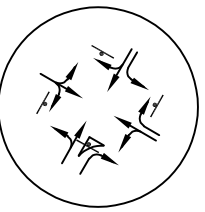
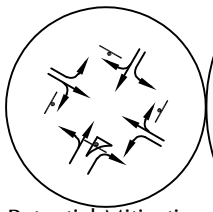
Figure 7b  
**Assignment of  
 Site-Generated Traffic  
 for a Maximum Day**

Stagecoach Inert Fill (LSC #211070)





Note: These volumes are the sum of the volumes in Figures 4 and 7a.



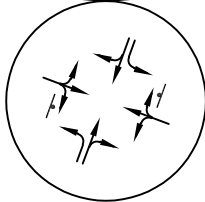
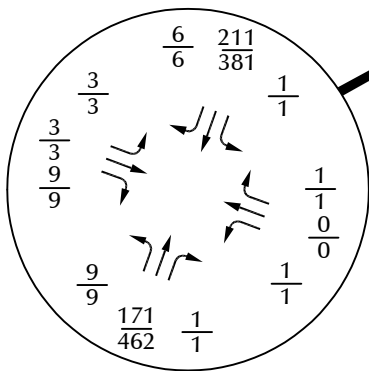
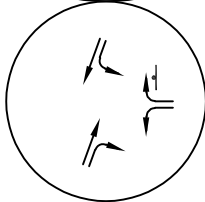
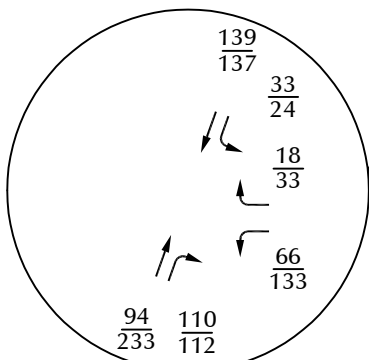
LEGEND:



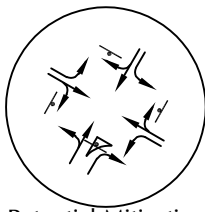
- ‡ = Stop Sign
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic

Figure 8a  
**Year 2022**  
**Total Traffic, Lane**  
**Geometry and Traffic Control**  
**for an Average Day**

Stagecoach Inert Fill (LSC #211070)



Note: These volumes are the sum of the volumes in Figures 4 and 7b.



LEGEND:

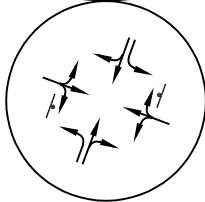
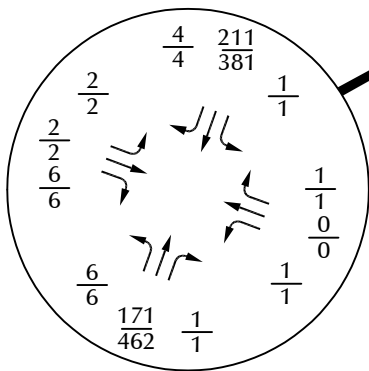
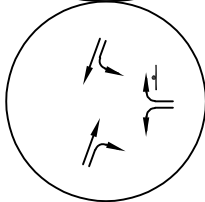
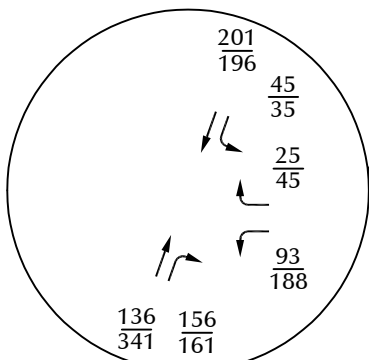


- † = Stop Sign
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic

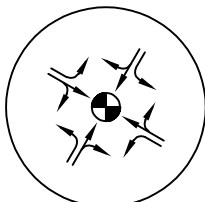
Figure 8b  
**Year 2022**  
**Total Traffic, Lane**  
**Geometry and Traffic Control**  
**for a Maximum Day**

Stagecoach Inert Fill (LSC #211070)





Note: These volumes are the sum of the volumes in Figures 5 and 7a.



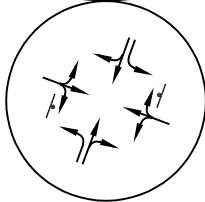
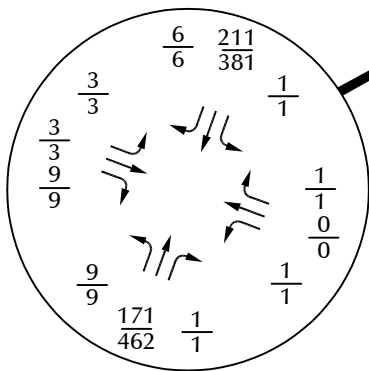
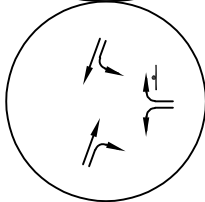
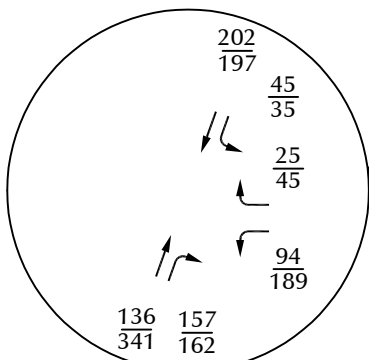
LEGEND:

- = Stop Sign
- = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic

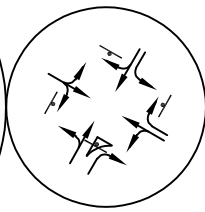
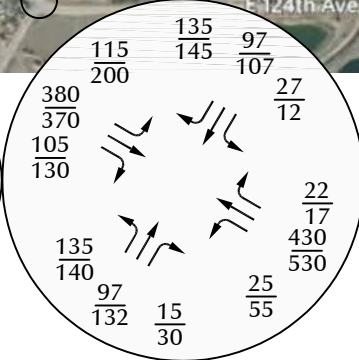
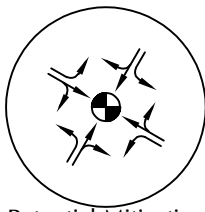


Figure 9a  
**Year 2042**  
**Total Traffic, Lane**  
**Geometry and Traffic Control**  
**for an Average Day**  
 Stagecoach Inert Fill (LSC #211070)





Note: These volumes are the sum of the volumes in Figures 5 and 7b.



**LEGEND:**

- = Stop Sign
- = Traffic Signal
- $\frac{26}{35}$  = AM Peak Hour Traffic / PM Peak Hour Traffic
- 1.000 = Average Daily Traffic



Figure 9b  
**Year 2042**  
**Total Traffic, Lane**  
**Geometry and Traffic Control**  
**for a Maximum Day**  
 Stagecoach Inert Fill (LSC #211070)

**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 124TH AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD124TH  
Site Code : 00000017  
Start Date : 11/30/2021  
Page No : 1

Groups Printed- VEHICLES

Start Time	BRIGHTON ROAD Southbound				124TH AVENUE Westbound				BRIGHTON ROAD Northbound				124TH AVENUE Eastbound				Int. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
06:30 AM	1	18	8	0	3	29	0	0	8	11	1	0	11	49	6	0	145
06:45 AM	3	21	17	0	3	52	4	0	10	12	2	0	10	45	8	0	187
Total	4	39	25	0	6	81	4	0	18	23	3	0	21	94	14	0	332
07:00 AM	0	11	13	0	5	47	11	0	9	14	1	0	10	65	8	0	194
07:15 AM	3	19	20	0	6	69	2	0	8	20	3	0	13	58	10	0	231
07:30 AM	8	15	24	0	3	73	4	0	22	15	2	0	19	48	18	0	251
07:45 AM	3	19	22	0	2	88	4	0	34	15	2	0	24	64	18	0	295
Total	14	64	79	0	16	277	21	0	73	64	8	0	66	235	54	0	971
08:00 AM	3	16	29	0	6	75	2	0	27	16	3	0	22	83	24	0	306
08:15 AM	1	12	23	0	2	40	0	0	18	13	2	0	22	60	27	0	220
Total	4	28	52	0	8	115	2	0	45	29	5	0	44	143	51	0	526
04:00 PM	1	23	35	0	15	77	2	0	38	21	6	0	24	55	14	0	311
04:15 PM	3	19	24	0	7	73	3	0	28	13	8	0	28	55	24	0	285
04:30 PM	0	15	20	0	10	91	2	0	29	20	5	0	37	63	21	0	313
04:45 PM	2	17	25	0	9	74	2	0	18	22	7	0	40	59	31	0	306
Total	6	74	104	0	41	315	9	0	113	76	26	0	129	232	90	0	1215
05:00 PM	3	19	27	0	7	79	1	0	21	28	7	0	33	70	22	0	317
05:15 PM	1	22	24	0	11	107	5	0	27	18	1	0	21	54	13	0	304
05:30 PM	0	10	27	0	10	78	2	0	22	19	4	0	37	61	10	0	280
05:45 PM	0	8	23	0	8	83	0	0	17	16	4	0	21	42	9	0	231
Total	4	59	101	0	36	347	8	0	87	81	16	0	112	227	54	0	1132
Grand Total	32	264	361	0	107	1135	44	0	336	273	58	0	372	931	263	0	4176
Apprch %	4.9	40.2	54.9	0.0	8.3	88.3	3.4	0.0	50.4	40.9	8.7	0.0	23.8	59.5	16.8	0.0	
Total %	0.8	6.3	8.6	0.0	2.6	27.2	1.1	0.0	8.0	6.5	1.4	0.0	8.9	22.3	6.3	0.0	

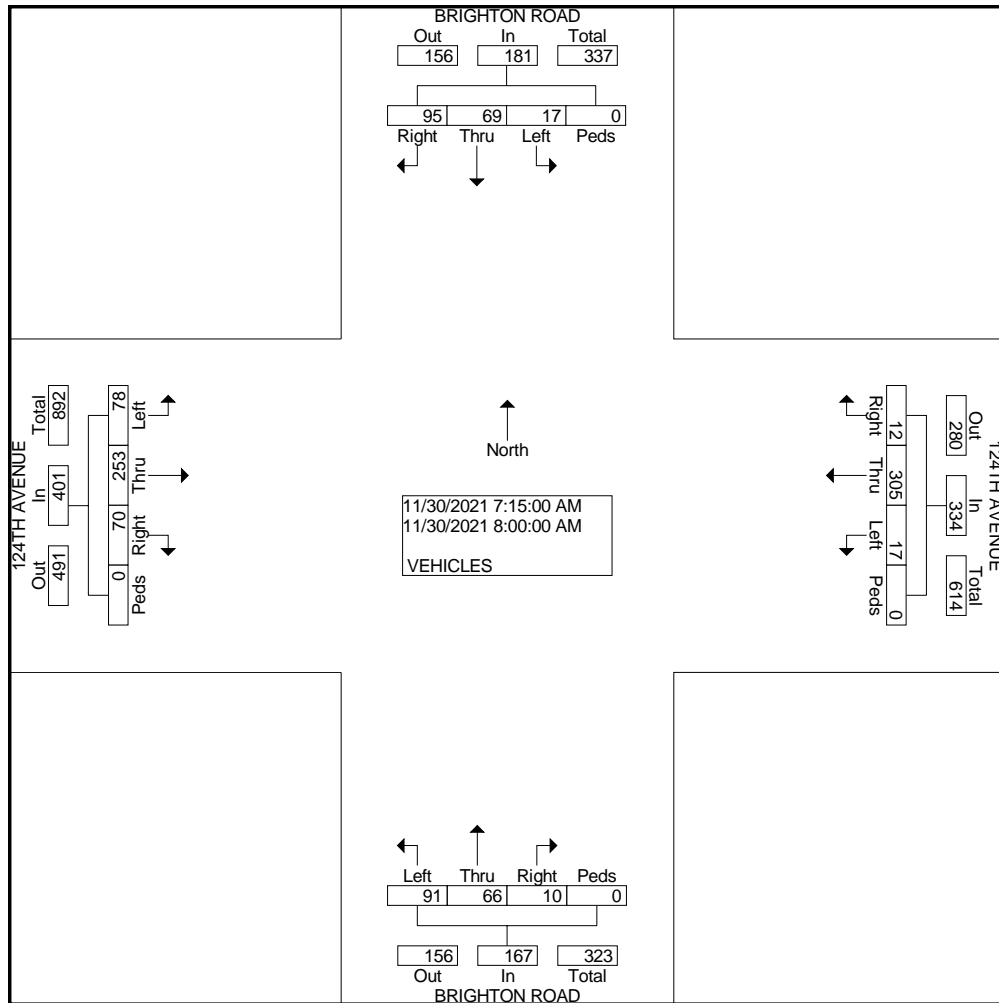
**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 124TH AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD124TH  
Site Code : 00000017  
Start Date : 11/30/2021  
Page No : 2

Start Time	BRIGHTON ROAD Southbound					124TH AVENUE Westbound					BRIGHTON ROAD Northbound					124TH AVENUE Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour From 06:30 AM to 08:15 AM - Peak 1 of 1																					
Intersection	07:15 AM																				
Volume	17	69	95	0	181	17	305	12	0	334	91	66	10	0	167	78	253	70	0	401	1083
Percent	9.4	38.1	52.5	0.0		5.1	91.3	3.6	0.0		54.5	39.5	6.0	0.0		19.5	63.1	17.5	0.0		
08:00 Volume	3	16	29	0	48	6	75	2	0	83	27	16	3	0	46	22	83	24	0	129	306
Peak Factor																					
High Int. Volume	08:00 AM					07:45 AM					07:45 AM					08:00 AM					
Peak Factor	3	16	29	0	48	2	88	4	0	94	34	15	2	0	51	22	83	24	0	129	0.885
						0.94					0.88					0.81					0.77
																					7



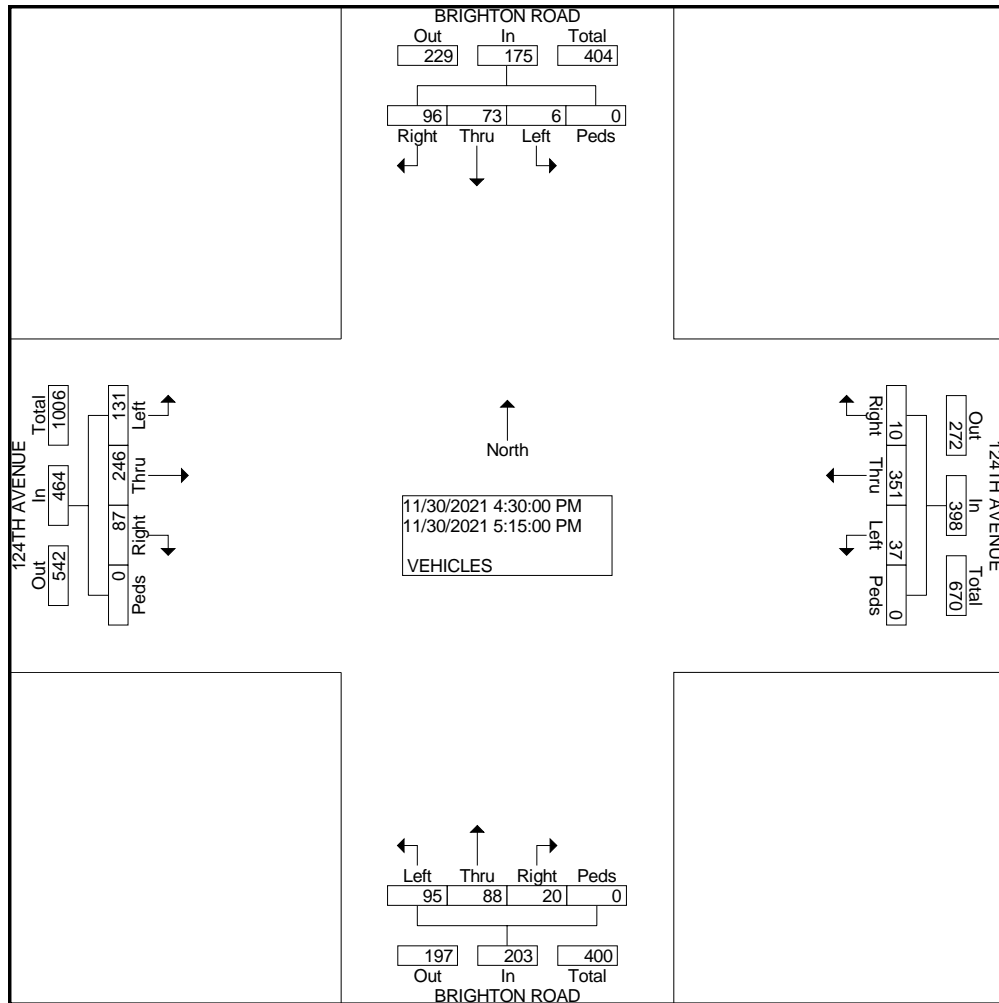
**COUNTER MEASURES INC.**

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Start Time	BRIGHTON ROAD Southbound					124TH AVENUE Westbound					BRIGHTON ROAD Northbound					124TH AVENUE Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour From 04:00 PM to 05:45 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	6	73	96	0	175	37	351	10	0	398	95	88	20	0	203	131	246	87	0	464	1240
Percent	3.4	41.7	54.9	0.0		9.3	88.2	2.5	0.0		46.8	43.3	9.9	0.0		28.2	53.0	18.8	0.0		
05:00 Peak Factor																					
High Int. Volume	05:00 PM					05:15 PM					05:00 PM					04:45 PM					
Peak Factor	3	19	27	0	49	11	107	5	0	123	21	28	7	0	56	40	59	31	0	130	317
						0.89					0.80					0.90					0.978
						3					9					6					2



**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 132ND AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD132ND  
Site Code : 00000016  
Start Date : 11/18/2021  
Page No : 1

Groups Printed- VEHICLES

Start Time	BRIGHTON ROAD Southbound				132ND AVENUE Westbound				BRIGHTON ROAD Northbound				Eastbound				Int. Total	
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds		
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	0	28	0	0	0	0	0	0	0	15	0	0	0	0	0	0	0	43
06:45 AM	0	41	1	0	0	0	0	0	0	27	0	0	0	0	0	0	0	69
Total	0	69	1	0	0	0	0	0	0	42	0	0	0	0	0	0	0	112
07:00 AM	0	57	0	0	0	0	0	0	3	43	0	0	0	0	0	1	0	104
07:15 AM	0	50	1	0	0	0	0	0	1	30	0	0	0	0	0	4	0	86
07:30 AM	0	55	1	0	0	0	0	0	2	50	0	0	0	0	0	2	0	110
07:45 AM	1	63	0	0	0	0	0	0	6	36	0	0	0	0	0	8	0	114
Total	1	225	2	0	0	0	0	0	12	159	0	0	0	0	0	15	0	414
08:00 AM	0	39	0	0	0	0	0	0	1	52	0	0	0	0	0	3	0	95
08:15 AM	0	52	0	0	0	0	1	0	3	45	0	0	0	0	2	5	0	108
Total	0	91	0	0	0	0	1	0	4	97	0	0	0	0	2	8	0	203
04:00 PM	1	69	0	0	1	0	0	0	11	41	2	0	0	5	2	0	0	132
04:15 PM	2	85	2	1	0	0	1	0	4	51	0	0	0	4	2	0	0	152
04:30 PM	1	102	1	0	0	0	1	0	1	94	0	0	0	1	0	0	0	201
04:45 PM	0	88	0	0	0	0	0	0	0	129	0	0	2	1	0	0	0	220
Total	4	344	3	1	1	0	2	0	16	315	2	0	2	11	4	0	0	705
05:00 PM	0	86	0	0	0	0	0	0	0	97	0	0	0	0	0	0	0	183
05:15 PM	0	98	3	0	0	0	0	0	0	133	0	0	0	0	0	0	0	234
05:30 PM	2	134	0	0	1	0	0	0	0	107	0	0	0	0	0	0	0	244
05:45 PM	0	119	0	0	0	0	0	0	0	110	1	0	0	0	0	0	0	230
Total	2	437	3	0	1	0	0	0	0	447	1	0	0	0	0	0	0	891
Grand Total	7	1166	9	1	2	0	3	0	32	1060	3	0	2	13	27	0	0	2325
Apprch %	0.6	98.6	0.8	0.1	40.0	0.0	60.0	0.0	2.9	96.8	0.3	0.0	4.8	31.0	64.3	0.0	0.0	
Total %	0.3	50.2	0.4	0.0	0.1	0.0	0.1	0.0	1.4	45.6	0.1	0.0	0.1	0.6	1.2	0.0	0.0	

### COUNTER MEASURES INC.

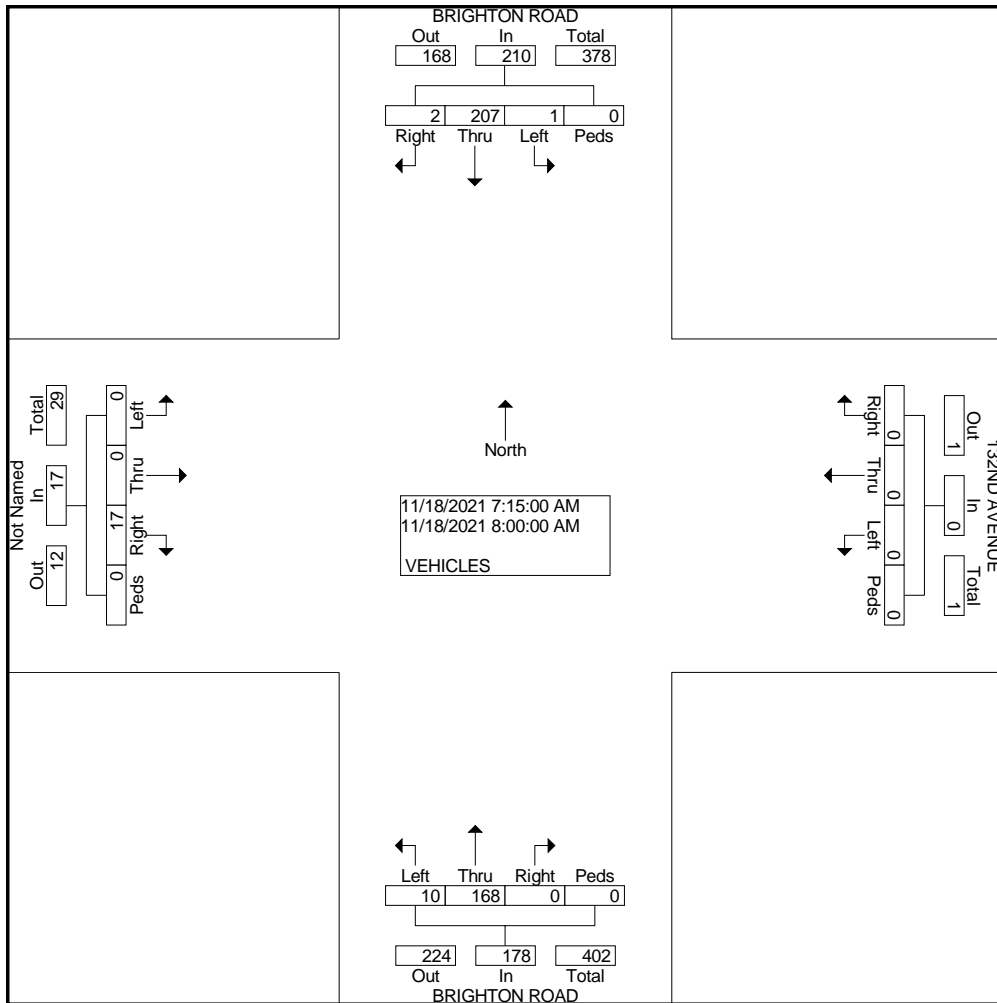
1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 132ND AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD132ND  
Site Code : 00000016  
Start Date : 11/18/2021  
Page No : 2

Start Time	BRIGHTON ROAD Southbound					132ND AVENUE Westbound					BRIGHTON ROAD Northbound					Eastbound					Int. Total
	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	Left	Thru	Rig ht	Ped s	App. Total	
Intersection	07:15 AM																				
Volume	1	207	2	0	210	0	0	0	0	0	10	168	0	0	178	0	0	17	0	17	405
Percent	0.5	98.6	1.0	0.0		0.0	0.0	0.0	0.0		5.6	94.4	0.0	0.0		0.0	0.0	100.0	0.0		
07:45 Volume	1	63	0	0	64	0	0	0	0	0	6	36	0	0	42	0	0	8	0	8	114
Peak Factor	0.888																				
High Int. Volume	07:45 AM					08:00 AM					07:45 AM										
Peak Factor	1	63	0	0	64	0	0	0	0	0	1	52	0	0	53	0	0	8	0	8	114
	0.82										0.84					0.53					
	0										0					1					

Peak Hour From 07:15 AM to 08:00 AM - Peak 1 of 1



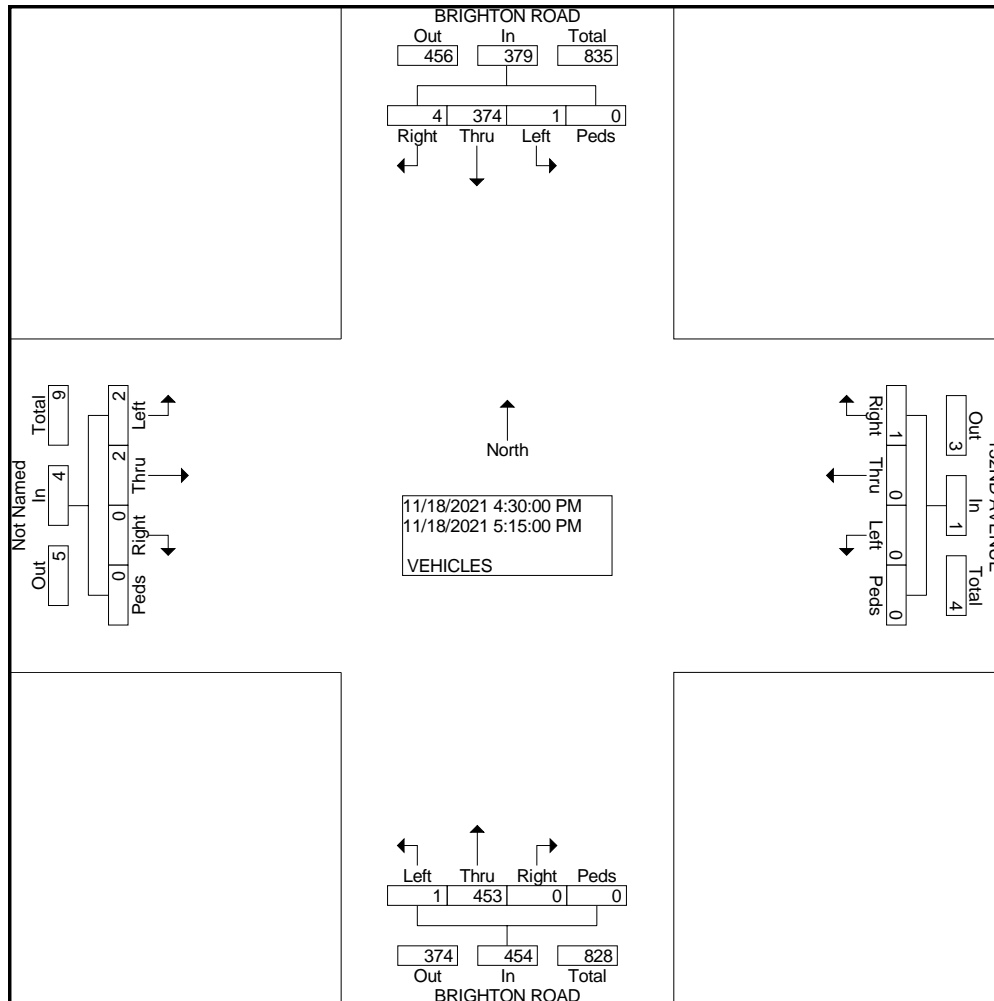
**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER, COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
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File Name : BRITRD132ND  
Site Code : 00000016  
Start Date : 11/18/2021  
Page No : 2

Start Time	BRIGHTON ROAD Southbound					132ND AVENUE Westbound					BRIGHTON ROAD Northbound					Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1																					
Intersection	04:30 PM																				
Volume	1	374	4	0	379	0	0	1	0	1	1	453	0	0	454	2	2	0	0	4	838
Percent	0.3	98.7	1.1	0.0		0.0	0.0	100.0	0.0		0.2	99.8	0.0	0.0		50.0	50.0	0.0	0.0		
05:15 Peak Factor																					
High Int. Volume	0	98	3	0	101	0	0	0	0	0	0	133	0	0	133	0	0	0	0	0	234
Peak Factor																					
High Int. Volume	04:30 PM					04:30 PM					05:15 PM					04:45 PM					
Peak Factor	1	102	1	0	104	0	0	1	0	1	0	133	0	0	133	2	1	0	0	3	0.895
Factor	0.91					0.25					0.85					0.33					3
Factor	1					0					3					3					



**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 136TH AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD136TH  
Site Code : 00000022  
Start Date : 11/30/2021  
Page No : 1

Groups Printed- VEHICLES

Start Time	BRIGHTON ROAD Southbound				136TH AVENUE Westbound				BRIGHTON ROAD Northbound				136TH AVENUE Eastbound				Int. Total
	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	Left	Thru	Right	Peds	
Factor	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	
06:30 AM	4	21	0	0	9	0	4	0	0	9	10	0	0	0	0	0	57
06:45 AM	5	33	0	2	7	0	4	0	0	13	15	0	0	0	0	0	79
Total	9	54	0	2	16	0	8	0	0	22	25	0	0	0	0	0	136
07:00 AM	5	23	0	0	7	0	4	0	0	23	11	0	0	0	0	0	73
07:15 AM	10	36	0	0	16	0	2	0	0	18	24	0	0	0	0	0	106
07:30 AM	13	27	0	0	15	0	9	0	0	25	25	0	0	0	0	0	114
07:45 AM	3	41	0	0	21	0	3	0	0	26	27	0	0	0	0	0	121
Total	31	127	0	0	59	0	18	0	0	92	87	0	0	0	0	0	414
08:00 AM	6	32	0	0	9	0	4	0	0	23	30	0	0	0	0	0	104
08:15 AM	7	31	0	2	18	0	9	0	0	29	27	0	0	0	0	0	123
Total	13	63	0	2	27	0	13	0	0	52	57	0	0	0	0	0	227
04:00 PM	3	51	0	0	31	0	9	0	0	44	12	0	0	0	0	0	150
04:15 PM	2	28	0	0	25	0	13	0	0	49	16	3	0	0	0	0	136
04:30 PM	4	44	0	0	13	0	11	0	0	52	28	0	0	0	0	0	152
04:45 PM	6	24	0	0	22	0	4	0	0	46	21	2	0	0	0	0	125
Total	15	147	0	0	91	0	37	0	0	191	77	5	0	0	0	0	563
05:00 PM	5	30	0	0	58	0	9	1	0	86	35	0	0	0	0	0	224
05:15 PM	9	35	0	0	34	0	8	0	0	45	24	0	0	0	0	0	155
05:30 PM	2	18	0	0	27	0	6	0	0	26	22	0	0	0	0	0	101
05:45 PM	1	9	0	0	11	0	4	0	0	13	6	0	0	0	0	0	44
Total	17	92	0	0	130	0	27	1	0	170	87	0	0	0	0	0	524
Grand Total	85	483	0	4	323	0	103	1	0	527	333	5	0	0	0	0	1864
Apprch %	14.9	84.4	0.0	0.7	75.6	0.0	24.1	0.2	0.0	60.9	38.5	0.6	0.0	0.0	0.0	0.0	
Total %	4.6	25.9	0.0	0.2	17.3	0.0	5.5	0.1	0.0	28.3	17.9	0.3	0.0	0.0	0.0	0.0	



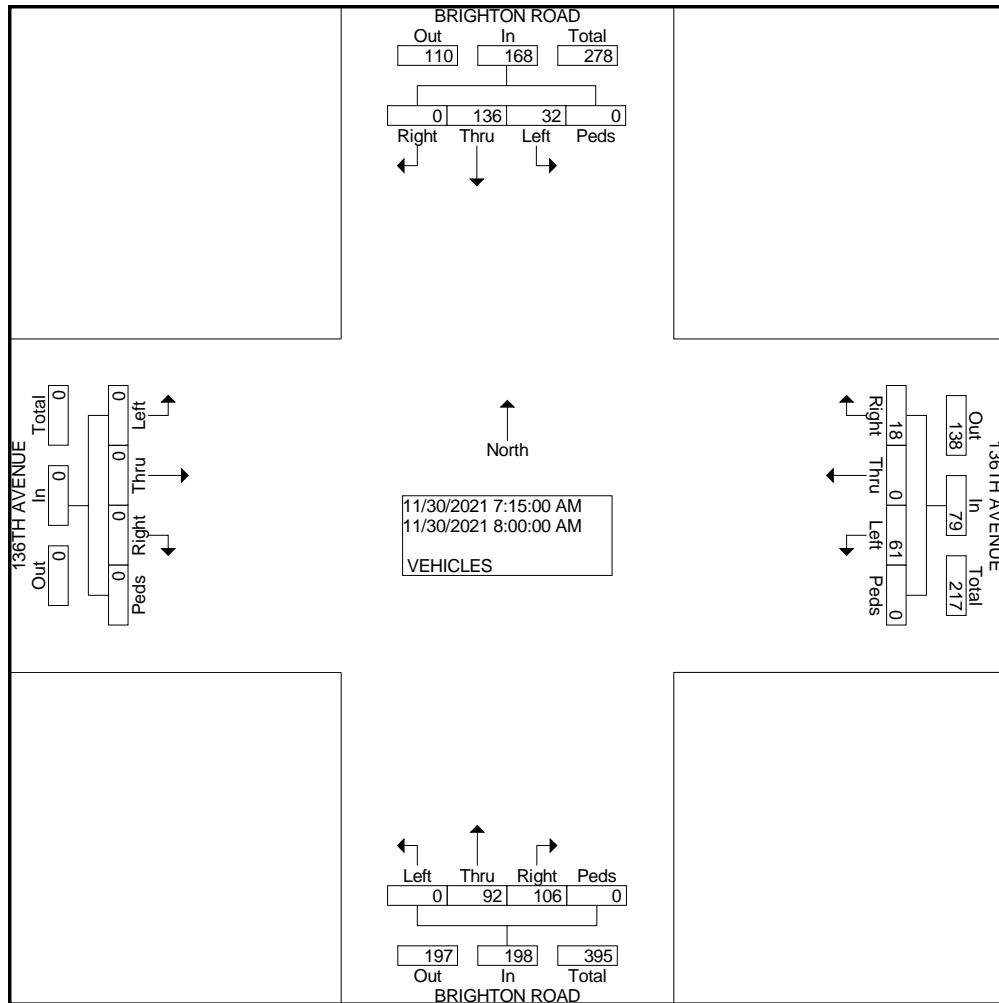
**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 136TH AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD136TH  
Site Code : 0000022  
Start Date : 11/30/2021  
Page No : 2

Start Time	BRIGHTON ROAD Southbound					136TH AVENUE Westbound					BRIGHTON ROAD Northbound					136TH AVENUE Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour From 07:15 AM to 08:00 AM - Peak 1 of 1																					
Intersection	07:15 AM																				
Volume	32	136	0	0	168	61	0	18	0	79	0	92	106	0	198	0	0	0	0	0	445
Percent	19.0	81.0	0.0	0.0		77.2	0.0	22.8	0.0		0.0	46.5	53.5	0.0		0.0	0.0	0.0	0.0		
07:45 Volume	3	41	0	0	44	21	0	3	0	24	0	26	27	0	53	0	0	0	0	0	121
Peak Factor	0.919																				
High Int. Volume	07:15 AM					07:30 AM					07:45 AM										
Peak Factor	0.913										0.823					0.934					



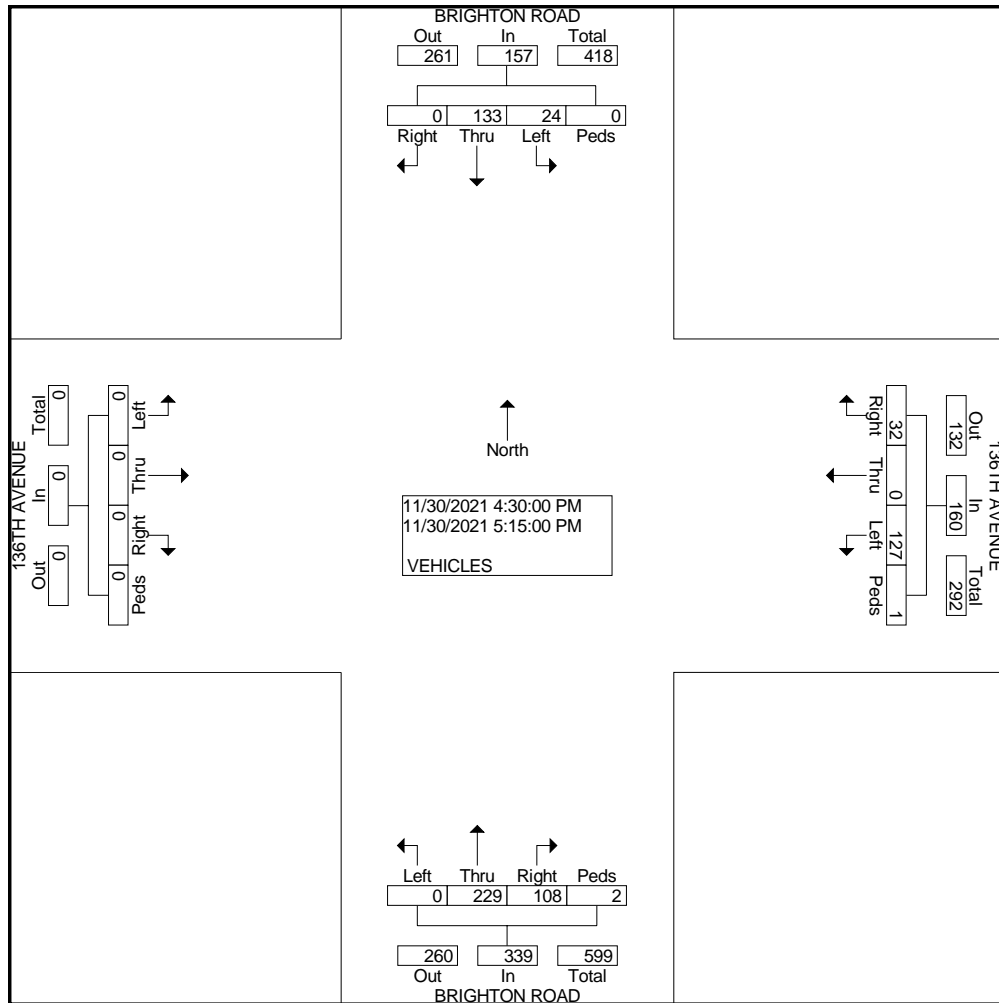
**COUNTER MEASURES INC.**

1889 YORK STREET  
DENVER.COLORADO  
303-333-7409

N/S STREET: BRIGHTON ROAD  
E/W STREET: E. 136TH AVENUE  
CITY: BRIGHTON  
COUNTY: ADAMS

File Name : BRITRD136TH  
Site Code : 0000022  
Start Date : 11/30/2021  
Page No : 2

Start Time	BRIGHTON ROAD Southbound					136TH AVENUE Westbound					BRIGHTON ROAD Northbound					136TH AVENUE Eastbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
Peak Hour From 04:30 PM to 05:15 PM - Peak 1 of 1																					
Intersect on	04:30 PM																				
Volume	24	133	0	0	157	127	0	32	1	160	0	229	108	2	339	0	0	0	0	0	656
Percent	15.3	84.7	0.0	0.0		79.4	0.0	20.0	0.6		0.0	67.6	31.9	0.6		0.0	0.0	0.0	0.0		
05:00 Volume	5	30	0	0	35	58	0	9	1	68	0	86	35	0	121	0	0	0	0	0	224
Peak Factor	0.732																				
High Int. Volume	04:30 PM					05:00 PM					05:00 PM										
Peak Factor	0.818					0.588					0.700										



**COUNTER MEASURES INC.**  
**1889 YORK STREET**  
**DENVER, COLORADO 80206**  
**303-333-7409**

Location: BRIGHTON ROAD S-0 132 AVE  
 City: BRIGHTON  
 County: ADAMS  
 Direction: NORTH/SOUTH

Site Code: 211513  
 Station ID: 211513

Start Time	16-Nov-21 Tue	NORTHBOU	SOUTHBOU							Total
12:00 AM		4	7							11
01:00		2	2							4
02:00		6	5							11
03:00		1	6							7
04:00		5	8							13
05:00		18	35							53
06:00		61	106							167
07:00		<b>133</b>	<b>155</b>							<b>288</b>
08:00		124	130							254
09:00		76	77							153
10:00		95	102							197
11:00		80	113							193
12:00 PM		98	129							227
01:00		96	116							212
02:00		135	155							290
03:00		175	151							326
04:00		210	<b>200</b>							<b>410</b>
05:00		<b>213</b>	173							386
06:00		104	117							221
07:00		63	58							121
08:00		37	29							66
09:00		23	16							39
10:00		15	17							32
11:00		10	5							15
Total		1784	1912							3696
Percent		48.3%	51.7%							
AM Peak	-	07:00	07:00	-	-	-	-	-	-	07:00
Vol.	-	133	155	-	-	-	-	-	-	288
PM Peak	-	17:00	16:00	-	-	-	-	-	-	16:00
Vol.	-	213	200	-	-	-	-	-	-	410
Grand Total		1784	1912							3696
Percent		48.3%	51.7%							
ADT		ADT 3,696	AADT 3,696							

## LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

### SIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

<u>LOS</u>	<u>Average Vehicle Delay</u> sec/vehicle	<u>Operational Characteristics</u>
<b>A</b>	<10 seconds	Describes operations with low control delay, up to 10 sec/veh. This LOS occurs when progression is extremely favorable and most vehicles arrive during the green phase. Many vehicles do not stop at all. Short cycle lengths may tend to contribute to low delay values.
<b>B</b>	10 to 20 seconds	Describes operations with control delay greater than 10 seconds and up to 20 sec/veh. This level generally occurs with good progression, short cycle lengths, or both. More vehicles stop than with LOS A, causing higher levels of delay.
<b>C</b>	20 to 35 seconds	Describes operations with control delay greater than 20 and up to 35 sec/veh. These higher delays may result from only fair progression, longer cycle length, or both. Individual cycle failures may begin to appear at this level. Cycle failure occurs when a given green phase does not serve queued vehicles, and overflows occur. The number of vehicles stopping is significant at this level, though many still pass through the intersection without stopping.
<b>D</b>	35 to 55 seconds	Describes operations with control delay greater than 35 and up to 55 sec/veh. At LOS D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, and high v/c ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
<b>E</b>	55 to 80 seconds	Describes operations with control delay greater than 55 and up to 80 sec/veh. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are frequent.
<b>F</b>	>80 seconds	Describes operations with control delay in excess of 80 sec/veh. This level, considered unacceptable to most drivers, often occurs with over-saturation, that is, when arrival flow rates exceed the capacity of lane groups. It may also occur at high v/c ratios with many individual cycle failures. Poor progression and long cycle lengths may also contribute significantly to high delay levels.

## LEVEL OF SERVICE DEFINITIONS

From *Highway Capacity Manual*, Transportation Research Board, 2016, 6th Edition

### UNSIGNALIZED INTERSECTION LEVEL OF SERVICE (LOS)

Applicable to Two-Way Stop Control, All-Way Stop Control, and Roundabouts

LOS	Average Vehicle Control Delay	<u>Operational Characteristics</u>
A	<10 seconds	Normally, vehicles on the stop-controlled approach only have to wait up to 10 seconds before being able to clear the intersection. Left-turning vehicles on the uncontrolled street do not have to wait to make their turn.
B	10 to 15 seconds	Vehicles on the stop-controlled approach will experience delays before being able to clear the intersection. <u>The delay could be up to 15 seconds.</u> Left-turning vehicles on the uncontrolled street may have to wait to make their turn.
C	15 to 25 seconds	Vehicles on the stop-controlled approach can expect delays in the range of 15 to 25 seconds before clearing the intersection. Motorists may begin to take chances due to the long delays, thereby posing a safety risk to through traffic. <u>Left-turning vehicles on the uncontrolled street will now be required to wait to make their turn causing a queue to be created in the turn lane.</u>
D	25 to 35 seconds	<u>This is the point at which a traffic signal may be warranted for this intersection.</u> The delays for the stop-controlled intersection are not considered to be excessive. The length of the queue may begin to block other public and private access points.
E	35 to 50 seconds	The delays for all critical traffic movements are considered to be unacceptable. The length of the queues for the stop-controlled approaches as well as the left-turn movements are extremely long. <u>There is a high probability that this intersection will meet traffic signal warrants.</u> The ability to install a traffic signal is affected by the location of other existing traffic signals. Consideration may be given to restricting the accesses by eliminating the left-turn movements from and to the stop-controlled approach.
F	>50 seconds	The delay for the critical traffic movements are probably in excess of 100 seconds. The length of the queues are extremely long. Motorists are selecting alternative routes due to the long delays. <u>The only remedy for these long delays is installing a traffic signal or restricting the accesses.</u> The potential for accidents at this intersection are extremely high due to motorist taking more risky chances. If the median permits, motorists begin making two-stage left-turns.

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

Existing  
AM Peak

Intersection						
Int Delay, s/veh	2.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙	↗	↑	↗	↙	↑
Traffic Vol, veh/h	61	18	92	106	32	136
Future Vol, veh/h	61	18	92	106	32	136
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	66	20	100	115	35	148

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	318	100	0	0	215	0
Stage 1	100	-	-	-	-	-
Stage 2	218	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	513	909	-	-	1337	-
Stage 1	843	-	-	-	-	-
Stage 2	676	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	500	909	-	-	1337	-
Mov Cap-2 Maneuver	500	-	-	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	658	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.3	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	500	909	1337	-
HCM Lane V/C Ratio	-	-	0.133	0.022	0.026	-
HCM Control Delay (s)	-	-	13.3	9	7.8	-
HCM Lane LOS	-	-	B	A	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

Existing  
AM Peak

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	0	0	17	0	0	0	10	168	0	1	207	2
Future Vol, veh/h	0	0	17	0	0	0	10	168	0	1	207	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	5	5	100	5	5	2	100	5	5	5	5	100
Mvmt Flow	0	0	18	0	0	0	11	183	0	1	225	2

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	433	433	226	442	434	183	227	0	0	183	0	0
Stage 1	228	228	-	205	205	-	-	-	-	-	-	-
Stage 2	205	205	-	237	229	-	-	-	-	-	-	-
Critical Hdwy	7.15	6.55	7.2	7.15	6.55	6.22	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.15	5.55	-	6.15	5.55	-	-	-	-	-	-	-
Follow-up Hdwy	3.545	4.045	4.2	3.545	4.045	3.318	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	528	511	621	521	511	859	927	-	-	1374	-	-
Stage 1	768	710	-	790	726	-	-	-	-	-	-	-
Stage 2	790	726	-	760	709	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	523	504	621	501	504	859	927	-	-	1374	-	-
Mov Cap-2 Maneuver	523	504	-	501	504	-	-	-	-	-	-	-
Stage 1	759	709	-	781	717	-	-	-	-	-	-	-
Stage 2	781	717	-	737	708	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	11	0	0.5	0
HCM LOS	B	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	927	-	-	621	-	1374	-
HCM Lane V/C Ratio	0.012	-	-	0.03	-	0.001	-
HCM Control Delay (s)	8.9	-	-	11	0	7.6	-
HCM Lane LOS	A	-	-	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	-	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

Existing  
 AM Peak

Intersection	
Intersection Delay, s/veh	24.4
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	78	253	70	17	305	12	91	66	10	17	69	95
Future Vol, veh/h	78	253	70	17	305	12	91	66	10	17	69	95
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	85	275	76	18	332	13	99	72	11	18	75	103
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	34.3	22.5	15.5	14.1
HCM LOS	D	C	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	19%	5%	0%	100%	0%
Vol Thru, %	42%	0%	63%	95%	0%	0%	42%
Vol Right, %	0%	100%	17%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	157	10	401	322	12	17	164
LT Vol	91	0	78	17	0	17	0
Through Vol	66	0	253	305	0	0	69
RT Vol	0	10	70	0	12	0	95
Lane Flow Rate	171	11	436	350	13	18	178
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.383	0.021	0.823	0.675	0.022	0.043	0.365
Departure Headway (Hd)	8.089	7.067	6.801	6.939	6.197	8.312	7.377
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	444	504	532	521	576	430	487
Service Time	5.861	4.838	4.857	4.697	3.954	6.084	5.148
HCM Lane V/C Ratio	0.385	0.022	0.82	0.672	0.023	0.042	0.366
HCM Control Delay	15.8	10	34.3	23	9.1	11.5	14.4
HCM Lane LOS	C	A	D	C	A	B	B
HCM 95th-tile Q	1.8	0.1	8.2	5	0.1	0.1	1.7



HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

Existing  
PM Peak

Intersection						
Int Delay, s/veh	4.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙	↗	↑	↗	↙	↑
Traffic Vol, veh/h	127	32	229	108	24	133
Future Vol, veh/h	127	32	229	108	24	133
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	138	35	249	117	26	145

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	446	249	0	0	366	0
Stage 1	249	-	-	-	-	-
Stage 2	197	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	389	705	-	-	1176	-
Stage 1	638	-	-	-	-	-
Stage 2	704	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	380	705	-	-	1176	-
Mov Cap-2 Maneuver	380	-	-	-	-	-
Stage 1	638	-	-	-	-	-
Stage 2	689	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17.9	0	1.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT	
Capacity (veh/h)	-	-	380	705	1176	-
HCM Lane V/C Ratio	-	-	0.363	0.049	0.022	-
HCM Control Delay (s)	-	-	19.8	10.4	8.1	-
HCM Lane LOS	-	-	C	B	A	-
HCM 95th %tile Q(veh)	-	-	1.6	0.2	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

Existing  
PM Peak

Intersection												
Int Delay, s/veh	0.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	2	2	0	0	0	1	1	453	0	1	374	4
Future Vol, veh/h	2	2	0	0	0	1	1	453	0	1	374	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	2	2	0	0	0	1	1	492	0	1	407	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	906	905	409	906	907	492	411	0	0	492	0	0
Stage 1	411	411	-	494	494	-	-	-	-	-	-	-
Stage 2	495	494	-	412	413	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	176	194	476	254	193	571	770	-	-	1056	-	-
Stage 1	463	457	-	551	414	-	-	-	-	-	-	-
Stage 2	411	414	-	611	456	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	175	194	476	251	193	571	770	-	-	1056	-	-
Mov Cap-2 Maneuver	175	194	-	251	193	-	-	-	-	-	-	-
Stage 1	463	457	-	550	414	-	-	-	-	-	-	-
Stage 2	410	414	-	608	456	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	25		11.3		0		0	
HCM LOS	D		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	770	-	-	184	571	1056	-
HCM Lane V/C Ratio	0.001	-	-	0.024	0.002	0.001	-
HCM Control Delay (s)	9.7	-	-	25	11.3	8.4	-
HCM Lane LOS	A	-	-	D	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

Existing  
 PM Peak

Intersection	
Intersection Delay, s/veh	47.9
Intersection LOS	E

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	131	246	87	37	351	10	95	88	20	6	73	96
Future Vol, veh/h	131	246	87	37	351	10	95	88	20	6	73	96
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	142	267	95	40	382	11	103	96	22	7	79	104
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	78	41.6	18.6	16.6
HCM LOS	F	E	C	C

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	52%	0%	28%	10%	0%	100%	0%
Vol Thru, %	48%	0%	53%	90%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	183	20	464	388	10	6	169
LT Vol	95	0	131	37	0	6	0
Through Vol	88	0	246	351	0	0	73
RT Vol	0	20	87	0	10	0	96
Lane Flow Rate	199	22	504	422	11	7	184
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.476	0.046	1.036	0.866	0.02	0.016	0.412
Departure Headway (Hd)	8.89	7.89	7.394	7.603	6.833	9.309	8.372
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	408	457	489	481	527	387	434
Service Time	6.59	5.59	5.44	5.303	4.533	7.009	6.072
HCM Lane V/C Ratio	0.488	0.048	1.031	0.877	0.021	0.018	0.424
HCM Control Delay	19.4	11	78	42.4	9.7	12.2	16.8
HCM Lane LOS	C	B	F	E	A	B	C
HCM 95th-tile Q	2.5	0.1	14.8	9.1	0.1	0	2

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2022 Background  
AM Peak

Intersection						
Int Delay, s/veh	2.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	62	18	93	108	33	137
Future Vol, veh/h	62	18	93	108	33	137
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	67	20	101	117	36	149

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	322	101	0	0	218
Stage 1	101	-	-	-	-
Stage 2	221	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15
Critical Hdwy Stg 1	8.45	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245
Pot Cap-1 Maneuver	509	907	-	-	1334
Stage 1	842	-	-	-	-
Stage 2	673	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	495	907	-	-	1334
Mov Cap-2 Maneuver	495	-	-	-	-
Stage 1	842	-	-	-	-
Stage 2	655	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.4	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	495	907	1334	-
HCM Lane V/C Ratio	-	-	0.136	0.022	0.027	-
HCM Control Delay (s)	-	-	13.4	9.1	7.8	-
HCM Lane LOS	-	-	B	A	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

2022 Background  
AM Peak

Intersection												
Int Delay, s/veh	0.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	0	0	0	1	0	1	0	171	1	1	211	0
Future Vol, veh/h	0	0	0	1	0	1	0	171	1	1	211	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	0	0	0	1	0	1	0	186	1	1	229	0

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	418	418	229	418	418	187	229	0	0	187	0	0
Stage 1	231	231	-	187	187	-	-	-	-	-	-	-
Stage 2	187	187	-	231	231	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	408	403	618	540	403	847	925	-	-	1369	-	-
Stage 1	595	564	-	808	594	-	-	-	-	-	-	-
Stage 2	633	594	-	765	564	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	407	403	618	539	403	847	925	-	-	1369	-	-
Mov Cap-2 Maneuver	407	403	-	539	403	-	-	-	-	-	-	-
Stage 1	595	563	-	808	594	-	-	-	-	-	-	-
Stage 2	632	594	-	764	563	-	-	-	-	-	-	-

Approach	EB		WB		NB			SB		
HCM Control Delay, s	0		10.5		0			0		
HCM LOS	A		B							

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	925	-	-	-	659	1369	-
HCM Lane V/C Ratio	-	-	-	-	0.003	0.001	-
HCM Control Delay (s)	0	-	-	0	10.5	7.6	-
HCM Lane LOS	A	-	-	A	B	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	-

Intersection	
Intersection Delay, s/veh	24.6
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	75	258	71	17	311	10	93	65	10	15	65	90
Future Vol, veh/h	75	258	71	17	311	10	93	65	10	15	65	90
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	82	280	77	18	338	11	101	71	11	16	71	98
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	34.3	22.9	15.5	13.9
HCM LOS	D	C	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	59%	0%	19%	5%	0%	100%	0%
Vol Thru, %	41%	0%	64%	95%	0%	0%	42%
Vol Right, %	0%	100%	18%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	158	10	404	328	10	15	155
LT Vol	93	0	75	17	0	15	0
Through Vol	65	0	258	311	0	0	65
RT Vol	0	10	71	0	10	0	90
Lane Flow Rate	172	11	439	357	11	16	168
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.385	0.021	0.825	0.683	0.019	0.038	0.346
Departure Headway (Hd)	8.07	7.043	6.763	6.895	6.153	8.33	7.394
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	445	506	536	524	580	429	485
Service Time	5.842	4.815	4.82	4.652	3.91	6.103	5.165
HCM Lane V/C Ratio	0.387	0.022	0.819	0.681	0.019	0.037	0.346
HCM Control Delay	15.8	10	34.3	23.3	9	11.4	14.1
HCM Lane LOS	C	A	D	C	A	B	B
HCM 95th-tile Q	1.8	0.1	8.2	5.2	0.1	0.1	1.5

Intersection						
Int Delay, s/veh	4.7					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	129	33	232	110	24	135
Future Vol, veh/h	129	33	232	110	24	135
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	140	36	252	120	26	147

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	451	252	0	0	372	0
Stage 1	252	-	-	-	-	-
Stage 2	199	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	385	702	-	-	1170	-
Stage 1	635	-	-	-	-	-
Stage 2	701	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	377	702	-	-	1170	-
Mov Cap-2 Maneuver	377	-	-	-	-	-
Stage 1	635	-	-	-	-	-
Stage 2	686	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.1	0	1.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	377	702	1170	-
HCM Lane V/C Ratio	-	-	0.372	0.051	0.022	-
HCM Control Delay (s)	-	-	20.1	10.4	8.1	-
HCM Lane LOS	-	-	C	B	A	-
HCM 95th %tile Q(veh)	-	-	1.7	0.2	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

2022 Background  
PM Peak

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	0	0	0	1	0	1	0	462	1	1	381	0
Future Vol, veh/h	0	0	0	1	0	1	0	462	1	1	381	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	0	0	0	1	0	1	0	502	1	1	414	0

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	919	919	414	919	919	503	414	0	0	503	0	0
Stage 1	416	416	-	503	503	-	-	-	-	-	-	-
Stage 2	503	503	-	416	416	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	172	190	472	249	190	563	768	-	-	1046	-	-
Stage 1	459	454	-	545	409	-	-	-	-	-	-	-
Stage 2	406	409	-	608	454	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	171	190	472	249	190	563	768	-	-	1046	-	-
Mov Cap-2 Maneuver	171	190	-	249	190	-	-	-	-	-	-	-
Stage 1	459	454	-	545	409	-	-	-	-	-	-	-
Stage 2	405	409	-	607	454	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		15.5		0		0	
HCM LOS	A		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	768	-	-	-	345	1046	-	-
HCM Lane V/C Ratio	-	-	-	-	0.006	0.001	-	-
HCM Control Delay (s)	0	-	-	0	15.5	8.4	-	-
HCM Lane LOS	A	-	-	A	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	-	-



HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2022 Background  
 PM Peak

Intersection	
Intersection Delay, s/veh	52.7
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	133	251	89	38	358	10	97	90	20	6	74	97
Future Vol, veh/h	133	251	89	38	358	10	97	90	20	6	74	97
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	145	273	97	41	389	11	105	98	22	7	80	105
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	88.3	43.9	19	16.9
HCM LOS	F	E	C	C

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	52%	0%	28%	10%	0%	100%	0%
Vol Thru, %	48%	0%	53%	90%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	187	20	473	396	10	6	171
LT Vol	97	0	133	38	0	6	0
Through Vol	90	0	251	358	0	0	74
RT Vol	0	20	89	0	10	0	97
Lane Flow Rate	203	22	514	430	11	7	186
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.486	0.046	1.07	0.88	0.02	0.016	0.417
Departure Headway (Hd)	8.983	7.982	7.494	7.683	6.912	9.416	8.478
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	404	451	488	473	521	382	428
Service Time	6.683	5.682	5.494	5.383	4.612	7.116	6.178
HCM Lane V/C Ratio	0.502	0.049	1.053	0.909	0.021	0.018	0.435
HCM Control Delay	19.9	11.1	88.3	44.8	9.8	12.3	17.1
HCM Lane LOS	C	B	F	E	A	B	C
HCM 95th-tile Q	2.6	0.1	16.1	9.4	0.1	0	2

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2022 Total - Average Day  
AM Peak

Intersection						
Int Delay, s/veh	2.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	65	18	94	109	33	138
Future Vol, veh/h	65	18	94	109	33	138
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	71	20	102	118	36	150

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	324	102	0	0	220
Stage 1	102	-	-	-	-
Stage 2	222	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15
Critical Hdwy Stg 1	8.45	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245
Pot Cap-1 Maneuver	507	906	-	-	1332
Stage 1	840	-	-	-	-
Stage 2	671	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	493	906	-	-	1332
Mov Cap-2 Maneuver	493	-	-	-	-
Stage 1	840	-	-	-	-
Stage 2	653	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.5	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	493	906	1332	-
HCM Lane V/C Ratio	-	-	0.143	0.022	0.027	-
HCM Control Delay (s)	-	-	13.5	9.1	7.8	-
HCM Lane LOS	-	-	B	A	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	0.1	-

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2022 Total - Average Day  
 AM Peak

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	2	2	6	1	0	1	6	171	1	1	211	4
Future Vol, veh/h	2	2	6	1	0	1	6	171	1	1	211	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	2	2	7	1	0	1	7	186	1	1	229	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	434	434	231	439	436	187	233	0	0	187	0	0
Stage 1	233	233	-	201	201	-	-	-	-	-	-	-
Stage 2	201	201	-	238	235	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	397	394	616	523	393	847	921	-	-	1369	-	-
Stage 1	594	563	-	794	584	-	-	-	-	-	-	-
Stage 2	621	584	-	759	562	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	394	390	616	512	389	847	921	-	-	1369	-	-
Mov Cap-2 Maneuver	394	390	-	512	389	-	-	-	-	-	-	-
Stage 1	589	562	-	788	579	-	-	-	-	-	-	-
Stage 2	615	579	-	748	561	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.3		10.7		0.3		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	921	-	-	501	638	1369	-
HCM Lane V/C Ratio	0.007	-	-	0.022	0.003	0.001	-
HCM Control Delay (s)	8.9	-	-	12.3	10.7	7.6	-
HCM Lane LOS	A	-	-	B	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2022 Total - Average Day  
 AM Peak

Intersection	
Intersection Delay, s/veh	25.4
Intersection LOS	D

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	78	258	71	17	311	11	93	67	10	16	67	93
Future Vol, veh/h	78	258	71	17	311	11	93	67	10	16	67	93
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	85	280	77	18	338	12	101	73	11	17	73	101
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	36.1	23.3	15.7	14.1
HCM LOS	E	C	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	19%	5%	0%	100%	0%
Vol Thru, %	42%	0%	63%	95%	0%	0%	42%
Vol Right, %	0%	100%	17%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	160	10	407	328	11	16	160
LT Vol	93	0	78	17	0	16	0
Through Vol	67	0	258	311	0	0	67
RT Vol	0	10	71	0	11	0	93
Lane Flow Rate	174	11	442	357	12	17	174
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.393	0.021	0.838	0.689	0.021	0.04	0.359
Departure Headway (Hd)	8.126	7.102	6.822	6.959	6.216	8.377	7.439
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	442	502	531	517	574	426	482
Service Time	5.899	4.875	4.879	4.719	3.976	6.153	5.214
HCM Lane V/C Ratio	0.394	0.022	0.832	0.691	0.021	0.04	0.361
HCM Control Delay	16.1	10	36.1	23.8	9.1	11.5	14.4
HCM Lane LOS	C	A	E	C	A	B	B
HCM 95th-tile Q	1.8	0.1	8.6	5.3	0.1	0.1	1.6

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2022 Total - Average Day  
PM Peak

Intersection						
Int Delay, s/veh	4.8					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	132	33	233	111	24	136
Future Vol, veh/h	132	33	233	111	24	136
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	143	36	253	121	26	148

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	453	253	0	0	374	0
Stage 1	253	-	-	-	-	-
Stage 2	200	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	383	701	-	-	1168	-
Stage 1	634	-	-	-	-	-
Stage 2	700	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	375	701	-	-	1168	-
Mov Cap-2 Maneuver	375	-	-	-	-	-
Stage 1	634	-	-	-	-	-
Stage 2	685	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.4	0	1.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	375	701	1168	-
HCM Lane V/C Ratio	-	-	0.383	0.051	0.022	-
HCM Control Delay (s)	-	-	20.4	10.4	8.2	-
HCM Lane LOS	-	-	C	B	A	-
HCM 95th %tile Q(veh)	-	-	1.8	0.2	0.1	-

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2022 Total - Average Day  
 PM Peak

Intersection												
Int Delay, s/veh	0.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	2	2	6	1	0	1	6	462	1	1	381	4
Future Vol, veh/h	2	2	6	1	0	1	6	462	1	1	381	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	2	2	7	1	0	1	7	502	1	1	414	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	935	935	416	940	937	503	418	0	0	503	0	0
Stage 1	418	418	-	517	517	-	-	-	-	-	-	-
Stage 2	517	517	-	423	420	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	167	185	471	241	185	563	765	-	-	1046	-	-
Stage 1	458	453	-	536	402	-	-	-	-	-	-	-
Stage 2	398	402	-	603	452	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	165	183	471	234	183	563	765	-	-	1046	-	-
Mov Cap-2 Maneuver	165	183	-	234	183	-	-	-	-	-	-	-
Stage 1	454	453	-	531	398	-	-	-	-	-	-	-
Stage 2	394	398	-	591	452	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	18.4		15.9		0.1		0	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	765	-	-	279	331	1046	-
HCM Lane V/C Ratio	0.009	-	-	0.039	0.007	0.001	-
HCM Control Delay (s)	9.7	-	-	18.4	15.9	8.4	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2022 Total - Average Day  
 PM Peak

Intersection	
Intersection Delay, s/veh	55.4
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	136	251	89	38	358	11	97	92	20	7	76	100
Future Vol, veh/h	136	251	89	38	358	11	97	92	20	7	76	100
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	148	273	97	41	389	12	105	100	22	8	83	109
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	94.4	45.4	19.4	17.4
HCM LOS	F	E	C	C

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	51%	0%	29%	10%	0%	100%	0%
Vol Thru, %	49%	0%	53%	90%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	189	20	476	396	11	7	176
LT Vol	97	0	136	38	0	7	0
Through Vol	92	0	251	358	0	0	76
RT Vol	0	20	89	0	11	0	100
Lane Flow Rate	205	22	517	430	12	8	191
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.494	0.046	1.088	0.888	0.022	0.019	0.432
Departure Headway (Hd)	9.062	8.062	7.567	7.767	6.996	9.48	8.541
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	401	447	481	469	515	380	425
Service Time	6.762	5.762	5.567	5.467	4.696	7.18	6.241
HCM Lane V/C Ratio	0.511	0.049	1.075	0.917	0.023	0.021	0.449
HCM Control Delay	20.3	11.2	94.4	46.4	9.9	12.4	17.6
HCM Lane LOS	C	B	F	E	A	B	C
HCM 95th-tile Q	2.6	0.1	16.8	9.6	0.1	0.1	2.1

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2022 Total - Maximum Day  
AM Peak

Intersection						
Int Delay, s/veh	2.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	66	18	94	110	33	139
Future Vol, veh/h	66	18	94	110	33	139
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	72	20	102	120	36	151

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	325	102	0	0	222	0
Stage 1	102	-	-	-	-	-
Stage 2	223	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	506	906	-	-	1329	-
Stage 1	840	-	-	-	-	-
Stage 2	670	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	492	906	-	-	1329	-
Mov Cap-2 Maneuver	492	-	-	-	-	-
Stage 1	840	-	-	-	-	-
Stage 2	652	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.6	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	492	906	1329	-
HCM Lane V/C Ratio	-	-	0.146	0.022	0.027	-
HCM Control Delay (s)	-	-	13.6	9.1	7.8	-
HCM Lane LOS	-	-	B	A	A	-
HCM 95th %tile Q(veh)	-	-	0.5	0.1	0.1	-



HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

2022 Total - Maximum Day  
AM Peak

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	3	9	1	0	1	9	171	1	1	211	6
Future Vol, veh/h	3	3	9	1	0	1	9	171	1	1	211	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	3	3	10	1	0	1	10	186	1	1	229	7

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	442	442	233	448	445	187	236	0	0	187	0	0
Stage 1	235	235	-	207	207	-	-	-	-	-	-	-
Stage 2	207	207	-	241	238	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	392	389	614	516	388	847	919	-	-	1369	-	-
Stage 1	592	562	-	788	580	-	-	-	-	-	-	-
Stage 2	616	580	-	756	560	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	388	384	614	500	383	847	919	-	-	1369	-	-
Mov Cap-2 Maneuver	388	384	-	500	383	-	-	-	-	-	-	-
Stage 1	585	561	-	779	574	-	-	-	-	-	-	-
Stage 2	609	574	-	739	559	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.5		10.7		0.4		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	919	-	-	497	629	1369	-	-
HCM Lane V/C Ratio	0.011	-	-	0.033	0.003	0.001	-	-
HCM Control Delay (s)	9	-	-	12.5	10.7	7.6	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

HCM 6th AWSC  
3: Brighton Road & Henderson Road

2022 Total - Maximum Day  
AM Peak

Intersection	
Intersection Delay, s/veh	25.9
Intersection LOS	D

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	80	258	71	17	311	12	93	67	10	17	67	95
Future Vol, veh/h	80	258	71	17	311	12	93	67	10	17	67	95
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	87	280	77	18	338	13	101	73	11	18	73	103
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	37	23.6	15.8	14.2
HCM LOS	E	C	C	B

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	20%	5%	0%	100%	0%
Vol Thru, %	42%	0%	63%	95%	0%	0%	41%
Vol Right, %	0%	100%	17%	0%	100%	0%	59%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	160	10	409	328	12	17	162
LT Vol	93	0	80	17	0	17	0
Through Vol	67	0	258	311	0	0	67
RT Vol	0	10	71	0	12	0	95
Lane Flow Rate	174	11	445	357	13	18	176
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.394	0.022	0.845	0.692	0.023	0.043	0.365
Departure Headway (Hd)	8.154	7.13	6.843	6.984	6.241	8.396	7.455
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	440	500	529	517	571	425	481
Service Time	5.932	4.908	4.906	4.749	4.006	6.175	5.233
HCM Lane V/C Ratio	0.395	0.022	0.841	0.691	0.023	0.042	0.366
HCM Control Delay	16.2	10.1	37	24.1	9.2	11.6	14.5
HCM Lane LOS	C	B	E	C	A	B	B
HCM 95th-tile Q	1.8	0.1	8.8	5.3	0.1	0.1	1.7

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2022 Total - Maximum Day  
PM Peak

Intersection						
Int Delay, s/veh	4.9					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	133	33	233	112	24	137
Future Vol, veh/h	133	33	233	112	24	137
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	145	36	253	122	26	149

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	454	253	0	0	375	0
Stage 1	253	-	-	-	-	-
Stage 2	201	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	382	701	-	-	1167	-
Stage 1	634	-	-	-	-	-
Stage 2	698	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	374	701	-	-	1167	-
Mov Cap-2 Maneuver	374	-	-	-	-	-
Stage 1	634	-	-	-	-	-
Stage 2	683	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	18.6	0	1.2
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	374	701	1167	-
HCM Lane V/C Ratio	-	-	0.387	0.051	0.022	-
HCM Control Delay (s)	-	-	20.6	10.4	8.2	-
HCM Lane LOS	-	-	C	B	A	-
HCM 95th %tile Q(veh)	-	-	1.8	0.2	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

2022 Total - Maximum Day  
PM Peak

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	3	9	1	0	1	9	462	1	1	381	6
Future Vol, veh/h	3	3	9	1	0	1	9	462	1	1	381	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	3	3	10	1	0	1	10	502	1	1	414	7

Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	943	943	418	949	946	503	421	0	0	503	0	0
Stage 1	420	420	-	523	523	-	-	-	-	-	-	-
Stage 2	523	523	-	426	423	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	165	183	469	237	182	563	763	-	-	1046	-	-
Stage 1	457	452	-	532	399	-	-	-	-	-	-	-
Stage 2	395	399	-	601	450	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	163	180	469	226	179	563	763	-	-	1046	-	-
Mov Cap-2 Maneuver	163	180	-	226	179	-	-	-	-	-	-	-
Stage 1	451	452	-	525	394	-	-	-	-	-	-	-
Stage 2	389	394	-	584	450	-	-	-	-	-	-	-

Approach	EB		WB			NB			SB		
HCM Control Delay, s	18.9		16.2			0.2			0		
HCM LOS	C		C								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	763	-	-	276	323	1046	-	-
HCM Lane V/C Ratio	0.013	-	-	0.059	0.007	0.001	-	-
HCM Control Delay (s)	9.8	-	-	18.9	16.2	8.4	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2022 Total - Maximum Day  
 PM Peak

Intersection	
Intersection Delay, s/veh	56.6
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	138	251	89	38	358	12	97	92	20	8	76	102
Future Vol, veh/h	138	251	89	38	358	12	97	92	20	8	76	102
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	150	273	97	41	389	13	105	100	22	9	83	111
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	97.1	45.9	19.5	17.5
HCM LOS	F	E	C	C

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	51%	0%	29%	10%	0%	100%	0%
Vol Thru, %	49%	0%	53%	90%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	189	20	478	396	12	8	178
LT Vol	97	0	138	38	0	8	0
Through Vol	92	0	251	358	0	0	76
RT Vol	0	20	89	0	12	0	102
Lane Flow Rate	205	22	520	430	13	9	193
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.496	0.046	1.096	0.891	0.025	0.022	0.437
Departure Headway (Hd)	9.096	8.096	7.593	7.799	7.028	9.505	8.562
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	399	445	483	469	512	379	424
Service Time	6.796	5.796	5.594	5.499	4.728	7.205	6.262
HCM Lane V/C Ratio	0.514	0.049	1.077	0.917	0.025	0.024	0.455
HCM Control Delay	20.4	11.2	97.1	47	9.9	12.4	17.7
HCM Lane LOS	C	B	F	E	A	B	C
HCM 95th-tile Q	2.7	0.1	17.1	9.7	0.1	0.1	2.2

HCM 6th AWSC  
3: Brighton Road & Henderson Road

2022 Total - Maximum Day - mitigated  
AM Peak

Intersection	
Intersection Delay, s/veh	18.3
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷			↶	↷	↶	↷	
Traffic Vol, veh/h	80	258	71	17	311	12	93	67	10	17	67	95
Future Vol, veh/h	80	258	71	17	311	12	93	67	10	17	67	95
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	87	280	77	18	338	13	101	73	11	18	73	103
Number of Lanes	1	1	0	1	1	0	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	2
HCM Control Delay	19.1	21.3	15.1	13.6
HCM LOS	C	C	C	B

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	100%	0%	100%	0%	100%	0%
Vol Thru, %	42%	0%	0%	78%	0%	96%	0%	41%
Vol Right, %	0%	100%	0%	22%	0%	4%	0%	59%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	160	10	80	329	17	323	17	162
LT Vol	93	0	80	0	17	0	17	0
Through Vol	67	0	0	258	0	311	0	67
RT Vol	0	10	0	71	0	12	0	95
Lane Flow Rate	174	11	87	358	18	351	18	176
Geometry Grp	7	7	7	7	7	7	7	7
Degree of Util (X)	0.381	0.021	0.175	0.653	0.038	0.662	0.042	0.351
Departure Headway (Hd)	7.88	6.862	7.236	6.572	7.329	6.792	8.119	7.183
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	456	521	496	551	488	530	441	500
Service Time	5.633	4.615	4.982	4.318	5.077	4.54	5.872	4.936
HCM Lane V/C Ratio	0.382	0.021	0.175	0.65	0.037	0.662	0.041	0.352
HCM Control Delay	15.4	9.8	11.5	20.9	10.4	21.9	11.2	13.8
HCM Lane LOS	C	A	B	C	B	C	B	B
HCM 95th-tile Q	1.8	0.1	0.6	4.7	0.1	4.8	0.1	1.6

HCM 6th AWSC  
3: Brighton Road & Henderson Road/E. 124th Avenue

2022 Total - Maximum Day - mitigated  
PM Peak

Intersection	
Intersection Delay, s/veh	24.2
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↶	↷		↶	↷			↶	↷	↶	↷	
Traffic Vol, veh/h	138	251	89	38	358	12	97	92	20	8	76	102
Future Vol, veh/h	138	251	89	38	358	12	97	92	20	8	76	102
Peak Hour Factor	0.92	0.92	0.92	0.92	0.93	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	150	273	97	41	385	13	105	100	22	9	83	111
Number of Lanes	1	1	0	1	1	0	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	2	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	2	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	2
HCM Control Delay	23.1	32.3	18	16.1
HCM LOS	C	D	C	C

Lane	NBLn1	NBLn2	EBLn1	EBLn2	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	51%	0%	100%	0%	100%	0%	100%	0%
Vol Thru, %	49%	0%	0%	74%	0%	97%	0%	43%
Vol Right, %	0%	100%	0%	26%	0%	3%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	189	20	138	340	38	370	8	178
LT Vol	97	0	138	0	38	0	8	0
Through Vol	92	0	0	251	0	358	0	76
RT Vol	0	20	0	89	0	12	0	102
Lane Flow Rate	205	22	150	370	41	398	9	193
Geometry Grp	7	7	7	7	7	7	7	7
Degree of Util (X)	0.48	0.045	0.325	0.728	0.09	0.809	0.021	0.422
Departure Headway (Hd)	8.405	7.416	7.789	7.088	7.853	7.317	8.781	7.848
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	427	480	461	506	455	494	406	457
Service Time	6.188	5.199	5.567	4.865	5.629	5.092	6.569	5.635
HCM Lane V/C Ratio	0.48	0.046	0.325	0.731	0.09	0.806	0.022	0.422
HCM Control Delay	18.8	10.6	14.3	26.7	11.4	34.5	11.8	16.3
HCM Lane LOS	C	B	B	D	B	D	B	C
HCM 95th-tile Q	2.5	0.1	1.4	6	0.3	7.7	0.1	2.1

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Background  
AM Peak

Intersection						
Int Delay, s/veh	3.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	90	25	135	155	45	200
Future Vol, veh/h	90	25	135	155	45	200
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	98	27	147	168	49	217

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	462	147	0	0	315	0
Stage 1	147	-	-	-	-	-
Stage 2	315	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	376	839	-	-	1228	-
Stage 1	772	-	-	-	-	-
Stage 2	564	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	361	839	-	-	1228	-
Mov Cap-2 Maneuver	361	-	-	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	541	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.6	0	1.5
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	361	839	1228	-
HCM Lane V/C Ratio	-	-	0.271	0.032	0.04	-
HCM Control Delay (s)	-	-	18.6	9.4	8.1	-
HCM Lane LOS	-	-	C	A	A	-
HCM 95th %tile Q(veh)	-	-	1.1	0.1	0.1	-



HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2042 Background  
 AM Peak

Intersection												
Int Delay, s/veh	0.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	0	0	0	1	0	1	0	171	1	1	211	0
Future Vol, veh/h	0	0	0	1	0	1	0	171	1	1	211	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	0	0	0	1	0	1	0	186	1	1	229	0

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	418	418	229	418	418	187	229	0	0	187	0	0
Stage 1	231	231	-	187	187	-	-	-	-	-	-	-
Stage 2	187	187	-	231	231	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	408	403	618	540	403	847	925	-	-	1369	-	-
Stage 1	595	564	-	808	594	-	-	-	-	-	-	-
Stage 2	633	594	-	765	564	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	407	403	618	539	403	847	925	-	-	1369	-	-
Mov Cap-2 Maneuver	407	403	-	539	403	-	-	-	-	-	-	-
Stage 1	595	563	-	808	594	-	-	-	-	-	-	-
Stage 2	632	594	-	764	563	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		10.5		0		0	
HCM LOS	A		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	925	-	-	-	659	1369	-
HCM Lane V/C Ratio	-	-	-	-	0.003	0.001	-
HCM Control Delay (s)	0	-	-	0	10.5	7.6	-
HCM Lane LOS	A	-	-	A	B	A	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Background  
 AM Peak

Intersection	
Intersection Delay, s/veh	140.3
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	110	380	105	25	430	20	135	95	15	25	95	130
Future Vol, veh/h	110	380	105	25	430	20	135	95	15	25	95	130
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	120	413	114	27	467	22	147	103	16	27	103	141
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	259.1	109.6	29.2	24.6
HCM LOS	F	F	D	C

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	59%	0%	18%	5%	0%	100%	0%
Vol Thru, %	41%	0%	64%	95%	0%	0%	42%
Vol Right, %	0%	100%	18%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	230	15	595	455	20	25	225
LT Vol	135	0	110	25	0	25	0
Through Vol	95	0	380	430	0	0	95
RT Vol	0	15	105	0	20	0	130
Lane Flow Rate	250	16	647	495	22	27	245
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.638	0.037	1.497	1.126	0.045	0.071	0.582
Departure Headway (Hd)	10.616	9.561	8.713	9.137	8.377	10.948	9.987
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	343	377	420	401	430	329	364
Service Time	8.316	7.261	6.713	6.837	6.077	8.648	7.687
HCM Lane V/C Ratio	0.729	0.042	1.54	1.234	0.051	0.082	0.673
HCM Control Delay	30.3	12.6	259.1	113.9	11.5	14.5	25.7
HCM Lane LOS	D	B	F	F	B	B	D
HCM 95th-tile Q	4.2	0.1	32.8	16.4	0.1	0.2	3.5

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Background  
PM Peak

Intersection						
Int Delay, s/veh	14.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙	↗	↑	↗	↙	↑
Traffic Vol, veh/h	185	45	340	160	35	195
Future Vol, veh/h	185	45	340	160	35	195
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	201	49	370	174	38	212

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	658	370	0	0	544	0
Stage 1	370	-	-	-	-	-
Stage 2	288	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	245	573	-	-	1010	-
Stage 1	508	-	-	-	-	-
Stage 2	593	-	-	-	-	-
Platoon blocked, %			-	-		
Mov Cap-1 Maneuver	236	573	-	-	1010	-
Mov Cap-2 Maneuver	236	-	-	-	-	-
Stage 1	508	-	-	-	-	-
Stage 2	570	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	59	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	236	573	1010	-
HCM Lane V/C Ratio	-	-	0.852	0.085	0.038	-
HCM Control Delay (s)	-	-	70.4	11.9	8.7	-
HCM Lane LOS	-	-	F	B	A	-
HCM 95th %tile Q(veh)	-	-	6.8	0.3	0.1	-

HCM 6th TWSC  
2: Brighton Road & Site Access/E. 132nd Avenue

2042 Background  
PM Peak

Intersection												
Int Delay, s/veh	0											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	0	0	0	1	0	1	0	462	1	1	381	0
Future Vol, veh/h	0	0	0	1	0	1	0	462	1	1	381	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	0	0	0	1	0	1	0	502	1	1	414	0

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	919	919	414	919	919	503	414	0	0	503	0	0
Stage 1	416	416	-	503	503	-	-	-	-	-	-	-
Stage 2	503	503	-	416	416	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	172	190	472	249	190	563	768	-	-	1046	-	-
Stage 1	459	454	-	545	409	-	-	-	-	-	-	-
Stage 2	406	409	-	608	454	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	171	190	472	249	190	563	768	-	-	1046	-	-
Mov Cap-2 Maneuver	171	190	-	249	190	-	-	-	-	-	-	-
Stage 1	459	454	-	545	409	-	-	-	-	-	-	-
Stage 2	405	409	-	607	454	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	0		15.5		0		0	
HCM LOS	A		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	768	-	-	-	345	1046	-	-
HCM Lane V/C Ratio	-	-	-	-	0.006	0.001	-	-
HCM Control Delay (s)	0	-	-	0	15.5	8.4	-	-
HCM Lane LOS	A	-	-	A	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0	0	-	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Background  
 PM Peak

Intersection	
Intersection Delay, s/veh	248.1
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	195	370	130	55	530	15	140	130	30	10	105	140
Future Vol, veh/h	195	370	130	55	530	15	140	130	30	10	105	140
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	212	402	141	60	576	16	152	141	33	11	114	152
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	404.6	261.8	40.8	33
HCM LOS	F	F	E	D

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	52%	0%	28%	9%	0%	100%	0%
Vol Thru, %	48%	0%	53%	91%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	270	30	695	585	15	10	245
LT Vol	140	0	195	55	0	10	0
Through Vol	130	0	370	530	0	0	105
RT Vol	0	30	130	0	15	0	140
Lane Flow Rate	293	33	755	636	16	11	266
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.757	0.075	1.824	1.507	0.035	0.029	0.655
Departure Headway (Hd)	11.866	10.835	9.945	10.208	9.419	12.513	11.543
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	308	333	370	362	383	288	317
Service Time	9.566	8.535	7.945	7.908	7.119	10.213	9.243
HCM Lane V/C Ratio	0.951	0.099	2.041	1.757	0.042	0.038	0.839
HCM Control Delay	43.7	14.4	404.6	268.2	12.5	15.6	33.7
HCM Lane LOS	E	B	F	F	B	C	D
HCM 95th-tile Q	5.8	0.2	43	29.2	0.1	0.1	4.3

HCM 6th TWSC  
 1: Brighton Road & E. 136th Avenue

2042 Total - Average Day  
 AM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	93	25	136	156	45	201
Future Vol, veh/h	93	25	136	156	45	201
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	101	27	148	170	49	218

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	464	148	0	0	318
Stage 1	148	-	-	-	-
Stage 2	316	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15
Critical Hdwy Stg 1	8.45	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245
Pot Cap-1 Maneuver	374	838	-	-	1225
Stage 1	771	-	-	-	-
Stage 2	563	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	359	838	-	-	1225
Mov Cap-2 Maneuver	359	-	-	-	-
Stage 1	771	-	-	-	-
Stage 2	540	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	16.9	0	1.5
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	359	838	1225
HCM Lane V/C Ratio	-	-	0.282	0.032	0.04
HCM Control Delay (s)	-	-	18.9	9.4	8.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	1.1	0.1	0.1

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2042 Total - Average Day  
 AM Peak

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	2	2	6	1	0	1	6	171	1	1	211	4
Future Vol, veh/h	2	2	6	1	0	1	6	171	1	1	211	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	2	2	7	1	0	1	7	186	1	1	229	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	434	434	231	439	436	187	233	0	0	187	0	0
Stage 1	233	233	-	201	201	-	-	-	-	-	-	-
Stage 2	201	201	-	238	235	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	397	394	616	523	393	847	921	-	-	1369	-	-
Stage 1	594	563	-	794	584	-	-	-	-	-	-	-
Stage 2	621	584	-	759	562	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	394	390	616	512	389	847	921	-	-	1369	-	-
Mov Cap-2 Maneuver	394	390	-	512	389	-	-	-	-	-	-	-
Stage 1	589	562	-	788	579	-	-	-	-	-	-	-
Stage 2	615	579	-	748	561	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.3		10.7		0.3		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	921	-	-	501	638	1369	-	-
HCM Lane V/C Ratio	0.007	-	-	0.022	0.003	0.001	-	-
HCM Control Delay (s)	8.9	-	-	12.3	10.7	7.6	-	-
HCM Lane LOS	A	-	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Average Day  
 AM Peak

Intersection	
Intersection Delay, s/veh	143.9
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	113	380	105	25	430	21	135	97	15	26	97	133
Future Vol, veh/h	113	380	105	25	430	21	135	97	15	26	97	133
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	123	413	114	27	467	23	147	105	16	28	105	145
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	267	112.1	29.8	25.3
HCM LOS	F	F	D	D

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	19%	5%	0%	100%	0%
Vol Thru, %	42%	0%	64%	95%	0%	0%	42%
Vol Right, %	0%	100%	18%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	232	15	598	455	21	26	230
LT Vol	135	0	113	25	0	26	0
Through Vol	97	0	380	430	0	0	97
RT Vol	0	15	105	0	21	0	133
Lane Flow Rate	252	16	650	495	23	28	250
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.645	0.037	1.515	1.133	0.048	0.074	0.596
Departure Headway (Hd)	10.694	9.642	8.783	9.224	8.463	11.009	10.048
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	340	374	423	396	426	328	363
Service Time	8.394	7.342	6.783	6.924	6.163	8.709	7.748
HCM Lane V/C Ratio	0.741	0.043	1.537	1.25	0.054	0.085	0.689
HCM Control Delay	30.9	12.7	267	116.7	11.6	14.6	26.5
HCM Lane LOS	D	B	F	F	B	B	D
HCM 95th-tile Q	4.2	0.1	33.4	16.5	0.2	0.2	3.7



HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Total - Average Day  
PM Peak

Intersection						
Int Delay, s/veh	15.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	188	45	341	161	35	196
Future Vol, veh/h	188	45	341	161	35	196
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	204	49	371	175	38	213

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	660	371	0	0	546	0
Stage 1	371	-	-	-	-	-
Stage 2	289	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	244	572	-	-	1008	-
Stage 1	507	-	-	-	-	-
Stage 2	592	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	235	572	-	-	1008	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	507	-	-	-	-	-
Stage 2	570	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	61.8	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	235	572	1008
HCM Lane V/C Ratio	-	-	0.87	0.086	0.038
HCM Control Delay (s)	-	-	73.8	11.9	8.7
HCM Lane LOS	-	-	F	B	A
HCM 95th %tile Q(veh)	-	-	7	0.3	0.1

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2042 Total - Average Day  
 PM Peak

Intersection												
Int Delay, s/veh	0.3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	2	2	6	1	0	1	6	462	1	1	381	4
Future Vol, veh/h	2	2	6	1	0	1	6	462	1	1	381	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	2	2	7	1	0	1	7	502	1	1	414	4

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	935	935	416	940	937	503	418	0	0	503	0	0
Stage 1	418	418	-	517	517	-	-	-	-	-	-	-
Stage 2	517	517	-	423	420	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	167	185	471	241	185	563	765	-	-	1046	-	-
Stage 1	458	453	-	536	402	-	-	-	-	-	-	-
Stage 2	398	402	-	603	452	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	165	183	471	234	183	563	765	-	-	1046	-	-
Mov Cap-2 Maneuver	165	183	-	234	183	-	-	-	-	-	-	-
Stage 1	454	453	-	531	398	-	-	-	-	-	-	-
Stage 2	394	398	-	591	452	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	18.4		15.9		0.1		0	
HCM LOS	C		C					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	765	-	-	279	331	1046	-
HCM Lane V/C Ratio	0.009	-	-	0.039	0.007	0.001	-
HCM Control Delay (s)	9.7	-	-	18.4	15.9	8.4	-
HCM Lane LOS	A	-	-	C	C	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Average Day  
 PM Peak

Intersection	
Intersection Delay, s/veh	255.7
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	198	370	130	55	530	16	140	132	30	11	107	143
Future Vol, veh/h	198	370	130	55	530	16	140	132	30	11	107	143
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	215	402	141	60	576	17	152	143	33	12	116	155
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	422.8	265.1	42	34.3
HCM LOS	F	F	E	D

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	51%	0%	28%	9%	0%	100%	0%
Vol Thru, %	49%	0%	53%	91%	0%	0%	43%
Vol Right, %	0%	100%	19%	0%	100%	0%	57%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	272	30	698	585	16	11	250
LT Vol	140	0	198	55	0	11	0
Through Vol	132	0	370	530	0	0	107
RT Vol	0	30	130	0	16	0	143
Lane Flow Rate	296	33	759	636	17	12	272
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.765	0.076	1.865	1.515	0.038	0.032	0.67
Departure Headway (Hd)	11.994	10.963	10.034	10.348	9.558	12.621	11.649
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	305	329	372	356	377	285	312
Service Time	9.694	8.663	8.034	8.048	7.258	10.321	9.349
HCM Lane V/C Ratio	0.97	0.1	2.04	1.787	0.045	0.042	0.872
HCM Control Delay	45	14.6	422.8	272	12.6	15.7	35.1
HCM Lane LOS	E	B	F	F	B	C	E
HCM 95th-tile Q	5.9	0.2	44.4	29.2	0.1	0.1	4.5

HCM 6th TWSC  
 1: Brighton Road & E. 136th Avenue

2042 Total - Maximum Day  
 AM Peak

Intersection						
Int Delay, s/veh	3.6					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	94	25	136	157	45	202
Future Vol, veh/h	94	25	136	157	45	202
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	102	27	148	171	49	220

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	466	148	0	0	319
Stage 1	148	-	-	-	-
Stage 2	318	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15
Critical Hdwy Stg 1	8.45	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245
Pot Cap-1 Maneuver	373	838	-	-	1224
Stage 1	771	-	-	-	-
Stage 2	561	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	358	838	-	-	1224
Mov Cap-2 Maneuver	358	-	-	-	-
Stage 1	771	-	-	-	-
Stage 2	539	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	17	0	1.5
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	358	838	1224	-
HCM Lane V/C Ratio	-	-	0.285	0.032	0.04	-
HCM Control Delay (s)	-	-	19	9.4	8.1	-
HCM Lane LOS	-	-	C	A	A	-
HCM 95th %tile Q(veh)	-	-	1.2	0.1	0.1	-

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2042 Total - Maximum Day  
 AM Peak

Intersection												
Int Delay, s/veh	0.7											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	3	9	1	0	1	9	171	1	1	211	6
Future Vol, veh/h	3	3	9	1	0	1	9	171	1	1	211	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	3	3	10	1	0	1	10	186	1	1	229	7

Major/Minor	Minor2		Minor1		Major1			Major2				
Conflicting Flow All	442	442	233	448	445	187	236	0	0	187	0	0
Stage 1	235	235	-	207	207	-	-	-	-	-	-	-
Stage 2	207	207	-	241	238	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	392	389	614	516	388	847	919	-	-	1369	-	-
Stage 1	592	562	-	788	580	-	-	-	-	-	-	-
Stage 2	616	580	-	756	560	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	388	384	614	500	383	847	919	-	-	1369	-	-
Mov Cap-2 Maneuver	388	384	-	500	383	-	-	-	-	-	-	-
Stage 1	585	561	-	779	574	-	-	-	-	-	-	-
Stage 2	609	574	-	739	559	-	-	-	-	-	-	-

Approach	EB		WB		NB		SB	
HCM Control Delay, s	12.5		10.7		0.4		0	
HCM LOS	B		B					

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1WBLn1	SBL	SBT	SBR
Capacity (veh/h)	919	-	-	497	629	1369	-
HCM Lane V/C Ratio	0.011	-	-	0.033	0.003	0.001	-
HCM Control Delay (s)	9	-	-	12.5	10.7	7.6	-
HCM Lane LOS	A	-	-	B	B	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-

HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Maximum Day  
 AM Peak

Intersection	
Intersection Delay, s/veh	145.3
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	115	380	105	25	430	22	135	97	15	27	97	135
Future Vol, veh/h	115	380	105	25	430	22	135	97	15	27	97	135
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	5	5	5	5	5	5	5	5	5	5	5	5
Mvmt Flow	125	413	114	27	467	24	147	105	16	29	105	147
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	270.5	112.6	30	25.5
HCM LOS	F	F	D	D

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	58%	0%	19%	5%	0%	100%	0%
Vol Thru, %	42%	0%	63%	95%	0%	0%	42%
Vol Right, %	0%	100%	17%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	232	15	600	455	22	27	232
LT Vol	135	0	115	25	0	27	0
Through Vol	97	0	380	430	0	0	97
RT Vol	0	15	105	0	22	0	135
Lane Flow Rate	252	16	652	495	24	29	252
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.646	0.037	1.523	1.135	0.05	0.077	0.601
Departure Headway (Hd)	10.727	9.675	8.805	9.256	8.494	11.029	10.065
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	340	372	417	396	424	327	361
Service Time	8.427	7.375	6.805	6.956	6.194	8.729	7.765
HCM Lane V/C Ratio	0.741	0.043	1.564	1.25	0.057	0.089	0.698
HCM Control Delay	31.1	12.7	270.5	117.5	11.6	14.6	26.8
HCM Lane LOS	D	B	F	F	B	B	D
HCM 95th-tile Q	4.3	0.1	33.7	16.6	0.2	0.2	3.7

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Total - Maximum Day  
PM Peak

Intersection						
Int Delay, s/veh	15.4					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	189	45	341	162	35	197
Future Vol, veh/h	189	45	341	162	35	197
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	205	49	371	176	38	214

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	661	371	0	0	547	0
Stage 1	371	-	-	-	-	-
Stage 2	290	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	244	572	-	-	1007	-
Stage 1	507	-	-	-	-	-
Stage 2	591	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	235	572	-	-	1007	-
Mov Cap-2 Maneuver	235	-	-	-	-	-
Stage 1	507	-	-	-	-	-
Stage 2	569	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	62.5	0	1.3
HCM LOS	F		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	235	572	1007	-
HCM Lane V/C Ratio	-	-	0.874	0.086	0.038	-
HCM Control Delay (s)	-	-	74.6	11.9	8.7	-
HCM Lane LOS	-	-	F	B	A	-
HCM 95th %tile Q(veh)	-	-	7.1	0.3	0.1	-

HCM 6th TWSC  
 2: Brighton Road & Site Access/E. 132nd Avenue

2042 Total - Maximum Day  
 PM Peak

Intersection												
Int Delay, s/veh	0.5											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕		↕	↕		↕	↕	
Traffic Vol, veh/h	3	3	9	1	0	1	9	462	1	1	381	6
Future Vol, veh/h	3	3	9	1	0	1	9	462	1	1	381	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	175	-	-	250	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	100	100	100	5	100	5	100	5	5	5	5	100
Mvmt Flow	3	3	10	1	0	1	10	502	1	1	414	7

Major/Minor	Minor2		Minor1			Major1			Major2			
Conflicting Flow All	943	943	418	949	946	503	421	0	0	503	0	0
Stage 1	420	420	-	523	523	-	-	-	-	-	-	-
Stage 2	523	523	-	426	423	-	-	-	-	-	-	-
Critical Hdwy	8.1	7.5	7.2	7.15	7.5	6.25	5.1	-	-	4.15	-	-
Critical Hdwy Stg 1	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Critical Hdwy Stg 2	7.1	6.5	-	6.15	6.5	-	-	-	-	-	-	-
Follow-up Hdwy	4.4	4.9	4.2	3.545	4.9	3.345	3.1	-	-	2.245	-	-
Pot Cap-1 Maneuver	165	183	469	237	182	563	763	-	-	1046	-	-
Stage 1	457	452	-	532	399	-	-	-	-	-	-	-
Stage 2	395	399	-	601	450	-	-	-	-	-	-	-
Platoon blocked, %								-	-	-	-	-
Mov Cap-1 Maneuver	163	180	469	226	179	563	763	-	-	1046	-	-
Mov Cap-2 Maneuver	163	180	-	226	179	-	-	-	-	-	-	-
Stage 1	451	452	-	525	394	-	-	-	-	-	-	-
Stage 2	389	394	-	584	450	-	-	-	-	-	-	-

Approach	EB		WB			NB			SB		
HCM Control Delay, s	18.9		16.2			0.2			0		
HCM LOS	C		C								

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	763	-	-	276	323	1046	-	-
HCM Lane V/C Ratio	0.013	-	-	0.059	0.007	0.001	-	-
HCM Control Delay (s)	9.8	-	-	18.9	16.2	8.4	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-



HCM 6th AWSC  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Maximum Day  
 PM Peak

Intersection	
Intersection Delay, s/veh	252.6
Intersection LOS	F

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕	↕		↕	↕	↕	↕	
Traffic Vol, veh/h	200	370	130	55	530	17	140	132	30	12	107	145
Future Vol, veh/h	200	370	130	55	530	17	140	132	30	12	107	145
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	217	402	141	60	576	18	152	143	33	13	116	158
Number of Lanes	0	1	0	0	1	1	0	1	1	1	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	2	1	2	2
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	2	2	1	2
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	2	2	2	1
HCM Control Delay	419.5	260.4	41.3	33.9
HCM LOS	F	F	E	D

Lane	NBLn1	NBLn2	EBLn1	WBLn1	WBLn2	SBLn1	SBLn2
Vol Left, %	51%	0%	29%	9%	0%	100%	0%
Vol Thru, %	49%	0%	53%	91%	0%	0%	42%
Vol Right, %	0%	100%	19%	0%	100%	0%	58%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	272	30	700	585	17	12	252
LT Vol	140	0	200	55	0	12	0
Through Vol	132	0	370	530	0	0	107
RT Vol	0	30	130	0	17	0	145
Lane Flow Rate	296	33	761	636	18	13	274
Geometry Grp	7	7	6	7	7	7	7
Degree of Util (X)	0.761	0.075	1.858	1.505	0.04	0.035	0.67
Departure Headway (Hd)	11.915	10.885	9.95	10.273	9.483	12.522	11.548
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Cap	307	331	373	362	380	288	315
Service Time	9.615	8.585	7.95	7.973	7.183	10.222	9.248
HCM Lane V/C Ratio	0.964	0.1	2.04	1.757	0.047	0.045	0.87
HCM Control Delay	44.3	14.5	419.5	267.6	12.6	15.7	34.8
HCM Lane LOS	E	B	F	F	B	C	D
HCM 95th-tile Q	5.8	0.2	44.5	29	0.1	0.1	4.5

HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Total - Maximum Day - mitigated  
AM Peak

Intersection						
Int Delay, s/veh	3.1					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	94	25	136	157	45	202
Future Vol, veh/h	94	25	136	157	45	202
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	102	27	148	171	49	220

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	466	148	0	0	319
Stage 1	148	-	-	-	-
Stage 2	318	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15
Critical Hdwy Stg 1	8.45	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245
Pot Cap-1 Maneuver	373	838	-	-	1224
Stage 1	771	-	-	-	-
Stage 2	561	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	358	838	-	-	1224
Mov Cap-2 Maneuver	442	-	-	-	-
Stage 1	771	-	-	-	-
Stage 2	539	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	14.3	0	1.5
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	442	838	1224
HCM Lane V/C Ratio	-	-	0.231	0.032	0.04
HCM Control Delay (s)	-	-	15.6	9.4	8.1
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	0.9	0.1	0.1

Lanes, Volumes, Timings  
3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Maximum Day - mitigated  
AM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	115	380	105	25	430	22	135	97	15	27	97	135
Future Volume (vph)	115	380	105	25	430	22	135	97	15	27	97	135
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		50	0		85	85		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.968			0.993			0.980			0.912	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1719	1752	0	1719	1797	0	1719	1773	0	1719	1650	0
Flt Permitted	0.280			0.467			0.261			0.679		
Satd. Flow (perm)	507	1752	0	845	1797	0	472	1773	0	1229	1650	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		23			3			10				76
Link Speed (mph)		45			35			35				45
Link Distance (ft)		1704			1859			543				5706
Travel Time (s)		25.8			36.2			10.6				86.5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles (%)	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%
Adj. Flow (vph)	125	413	114	27	467	24	147	105	16	29	105	147
Shared Lane Traffic (%)												
Lane Group Flow (vph)	125	527	0	27	491	0	147	121	0	29	252	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12				12
Link Offset(ft)		0			0			0				0
Crosswalk Width(ft)		16			16			16				16
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2		1	2	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	20	100		20	100		20	100		20	100	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	20	6		20	6		20	6		20	6	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases	7	4			8		5	2			6	

Lanes, Volumes, Timings  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Maximum Day - mitigated  
 AM Peak

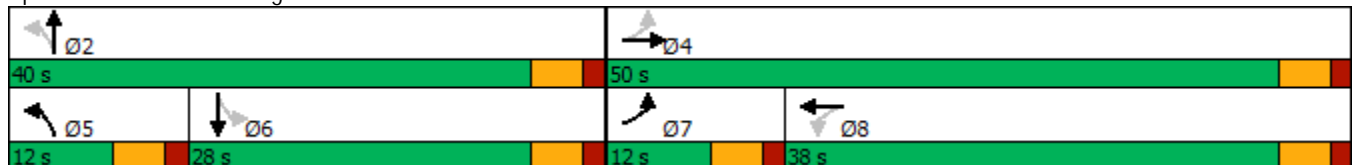


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Permitted Phases	4			8			2			6		
Detector Phase	7	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		23.0	23.0		10.0	23.0		23.0	23.0	
Total Split (s)	12.0	50.0		38.0	38.0		12.0	40.0		28.0	28.0	
Total Split (%)	13.3%	55.6%		42.2%	42.2%		13.3%	44.4%		31.1%	31.1%	
Maximum Green (s)	7.0	45.0		33.0	33.0		7.0	35.0		23.0	23.0	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.5	1.5		1.5	1.5	
Lost Time Adjust (s)	-1.0	-1.0		-1.0	-1.0		-1.0	-1.0		-1.0	-1.0	
Total Lost Time (s)	4.0	4.0		4.0	4.0		4.0	4.0		4.0	4.0	
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)		7.0		7.0	7.0			7.0		7.0	7.0	
Flash Dont Walk (s)		11.0		11.0	11.0			11.0		11.0	11.0	
Pedestrian Calls (#/hr)		0		0	0			0		0	0	
Act Effct Green (s)	46.2	46.2		36.7	36.7		27.3	27.3		15.3	15.3	
Actuated g/C Ratio	0.57	0.57		0.45	0.45		0.33	0.33		0.19	0.19	
v/c Ratio	0.31	0.53		0.07	0.61		0.53	0.20		0.13	0.68	
Control Delay	11.6	13.8		17.0	23.1		26.3	18.0		27.7	30.7	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	11.6	13.8		17.0	23.1		26.3	18.0		27.7	30.7	
LOS	B	B		B	C		C	B		C	C	
Approach Delay		13.3			22.8			22.6			30.4	
Approach LOS		B			C			C			C	

Intersection Summary

Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	81.5
Natural Cycle:	70
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.68
Intersection Signal Delay:	20.4
Intersection LOS:	C
Intersection Capacity Utilization:	64.7%
ICU Level of Service:	C
Analysis Period (min):	15

Splits and Phases: 3: Brighton Road & Henderson Road/E. 124th Avenue



HCM 6th TWSC  
1: Brighton Road & E. 136th Avenue

2042 Total - Maximum Day - mitigated  
PM Peak

Intersection						
Int Delay, s/veh	6.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↘	↗	↑	↗	↘	↑
Traffic Vol, veh/h	189	45	341	162	35	197
Future Vol, veh/h	189	45	341	162	35	197
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	0	-	200	215	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	15	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	5	5	5	5	5	5
Mvmt Flow	205	49	371	176	38	214

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	661	371	0	0	547	0
Stage 1	371	-	-	-	-	-
Stage 2	290	-	-	-	-	-
Critical Hdwy	9.45	7.75	-	-	4.15	-
Critical Hdwy Stg 1	8.45	-	-	-	-	-
Critical Hdwy Stg 2	8.45	-	-	-	-	-
Follow-up Hdwy	3.545	3.345	-	-	2.245	-
Pot Cap-1 Maneuver	244	572	-	-	1007	-
Stage 1	507	-	-	-	-	-
Stage 2	591	-	-	-	-	-
Platoon blocked, %			-	-	-	-
Mov Cap-1 Maneuver	235	572	-	-	1007	-
Mov Cap-2 Maneuver	351	-	-	-	-	-
Stage 1	507	-	-	-	-	-
Stage 2	569	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	25.5	0	1.3
HCM LOS	D		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	WBLn2	SBL	SBT
Capacity (veh/h)	-	-	351	572	1007	-
HCM Lane V/C Ratio	-	-	0.585	0.086	0.038	-
HCM Control Delay (s)	-	-	28.8	11.9	8.7	-
HCM Lane LOS	-	-	D	B	A	-
HCM 95th %tile Q(veh)	-	-	3.5	0.3	0.1	-

Lanes, Volumes, Timings  
 3: Brighton Road & Henderson Road/E. 124th Avenue

2042 Total - Maximum Day - mitigated  
 PM Peak



Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	200	370	130	55	530	17	140	132	30	12	107	145
Future Volume (vph)	200	370	130	55	530	17	140	132	30	12	107	145
Ideal Flow (vphp)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	0		0	0		50	0		85	85		0
Storage Lanes	1		0	1		0	1		0	1		0
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		0.961			0.995			0.972			0.914	
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	1770	1790	0	1770	1853	0	1770	1811	0	1770	1703	0
Flt Permitted	0.175			0.461			0.207			0.646		
Satd. Flow (perm)	326	1790	0	859	1853	0	386	1811	0	1203	1703	0
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)		30			2			15			72	
Link Speed (mph)		45			35			35			45	
Link Distance (ft)		1704			1859			543			5706	
Travel Time (s)		25.8			36.2			10.6			86.5	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	217	402	141	60	576	18	152	143	33	13	116	158
Shared Lane Traffic (%)												
Lane Group Flow (vph)	217	543	0	60	594	0	152	176	0	13	274	0
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		12			12			12			12	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Number of Detectors	1	2		1	2		1	2		1	2	
Detector Template	Left	Thru		Left	Thru		Left	Thru		Left	Thru	
Leading Detector (ft)	20	100		20	100		20	100		20	100	
Trailing Detector (ft)	0	0		0	0		0	0		0	0	
Detector 1 Position(ft)	0	0		0	0		0	0		0	0	
Detector 1 Size(ft)	20	6		20	6		20	6		20	6	
Detector 1 Type	Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex		Cl+Ex	Cl+Ex	
Detector 1 Channel												
Detector 1 Extend (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Queue (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 1 Delay (s)	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Detector 2 Position(ft)		94			94			94			94	
Detector 2 Size(ft)		6			6			6			6	
Detector 2 Type		Cl+Ex			Cl+Ex			Cl+Ex			Cl+Ex	
Detector 2 Channel												
Detector 2 Extend (s)		0.0			0.0			0.0			0.0	
Turn Type	pm+pt	NA		Perm	NA		pm+pt	NA		Perm	NA	
Protected Phases	7	4			8		5	2			6	
Permitted Phases	4			8			2			6		

Lanes, Volumes, Timings

2042 Total - Maximum Day - mitigated

3: Brighton Road & Henderson Road/E. 124th Avenue

PM Peak

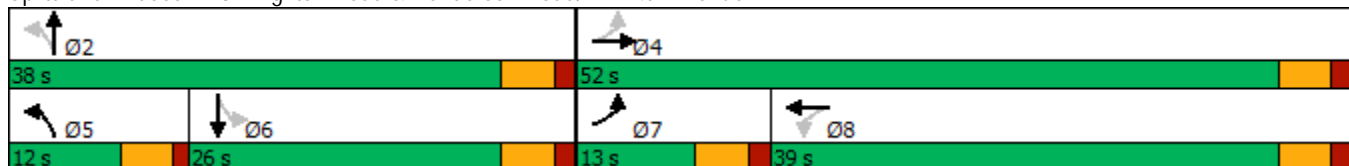


Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Detector Phase	7	4		8	8		5	2		6	6	
Switch Phase												
Minimum Initial (s)	5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0	
Minimum Split (s)	10.0	23.0		23.0	23.0		9.5	23.0		23.0	23.0	
Total Split (s)	13.0	52.0		39.0	39.0		12.0	38.0		26.0	26.0	
Total Split (%)	14.4%	57.8%		43.3%	43.3%		13.3%	42.2%		28.9%	28.9%	
Maximum Green (s)	8.0	47.0		34.0	34.0		7.5	33.0		21.0	21.0	
Yellow Time (s)	3.5	3.5		3.5	3.5		3.5	3.5		3.5	3.5	
All-Red Time (s)	1.5	1.5		1.5	1.5		1.0	1.5		1.5	1.5	
Lost Time Adjust (s)	-2.0	-1.0		-1.0	-2.0		0.0	-1.0		-1.0	-1.0	
Total Lost Time (s)	3.0	4.0		4.0	3.0		4.5	4.0		4.0	4.0	
Lead/Lag	Lead			Lag	Lag		Lead			Lag	Lag	
Lead-Lag Optimize?	Yes			Yes	Yes		Yes			Yes	Yes	
Vehicle Extension (s)	3.0	3.0		3.0	3.0		3.0	3.0		3.0	3.0	
Recall Mode	None	Max		Max	Max		None	None		None	None	
Walk Time (s)		7.0		7.0	7.0			7.0		7.0	7.0	
Flash Dont Walk (s)		11.0		11.0	11.0			11.0		11.0	11.0	
Pedestrian Calls (#/hr)		0		0	0			0		0	0	
Act Effect Green (s)	49.2	48.1		35.2	36.2		27.6	28.1		16.1	16.1	
Actuated g/C Ratio	0.58	0.57		0.42	0.43		0.33	0.33		0.19	0.19	
v/c Ratio	0.60	0.52		0.17	0.75		0.61	0.29		0.06	0.72	
Control Delay	17.0	13.5		18.6	28.4		31.7	19.8		27.3	34.1	
Queue Delay	0.0	0.0		0.0	0.0		0.0	0.0		0.0	0.0	
Total Delay	17.0	13.5		18.6	28.4		31.7	19.8		27.3	34.1	
LOS	B	B		B	C		C	B		C	C	
Approach Delay		14.5			27.5			25.3			33.8	
Approach LOS		B			C			C			C	

Intersection Summary

Area Type:	Other
Cycle Length:	90
Actuated Cycle Length:	84.3
Natural Cycle:	70
Control Type:	Semi Act-Uncoord
Maximum v/c Ratio:	0.75
Intersection Signal Delay:	23.2
Intersection LOS:	C
Intersection Capacity Utilization:	76.0%
ICU Level of Service:	D
Analysis Period (min):	15

Splits and Phases: 3: Brighton Road & Henderson Road/E. 124th Avenue



**HENDERSON AGGREGATE, LTD. PRE2021-00038 APPLICATION**

**NEIGHBORHOOD MEETING SUMMARY**

Applicant obtained the applicable mailing list of property owners and site addresses within 750ft from Adams County Planning Department Staff on October 28, 2021 (See Henderson Application Mailing List attached hereto as **EXHIBIT A**). Notice of the Neighborhood Meeting was mailed to all on the mailing list on January 18, 2022 (See copy of Notice attached hereto as **EXHIBIT B**) reflecting the Neighborhood Meeting to be held virtually using Microsoft Teams, Wednesday, February 2, 2022 at 5:00pm.

The Neighborhood Meeting was held on the date and time and at the location set forth above. The following people attended the meeting:

- 1) **Norman J. & Charlene R. Einspahr**, 12840 Brighton Rd, Brighton, CO 80601; 303-808-4419; [nceinspahr@gmail.com](mailto:nceinspahr@gmail.com)
- 2) **Larry L. & Sharon E. Arnold**, 12700 Brighton Rd, Brighton, CO 80601; 303-659-1443; [larry57@aol.com](mailto:larry57@aol.com)
- 3) **Winifred Lee Bromley**, 12801 Brighton Rd, Brighton, CO 80601; 303-659-0038; [wbromley2@gmail.com](mailto:wbromley2@gmail.com)
- 4) **Tom Walahoski**, current resident, 12389 Brighton Rd, Henderson, CO 80640; 303-659-7244; [secondcrk@hotmail.com](mailto:secondcrk@hotmail.com)

No written comments or questions were received in advance of the meeting.

Applicant presented the PowerPoint presentation attached hereto as **EXHIBIT C** and provided copies of same to all attendees and then opened the discussion for feedback, questions, and concerns.

The following questions were raised and responses provided:

<b>QUESTION:</b>	<b>APPLICANT RESPONSE:</b>
How long of a project will this be?	10-20yrs
Will you control the dust?	Yes, will be controlled with our water trucks.
Is it going to be water storage?	No, it was on the market for 10yrs and there was no interest given it is relatively small for a reservoir.
How soon will we start?	It all depends on when the Worthing inert fill site is full and we get our permits. Most likely to begin 2023.
Will all the other construction here related to the Metro Wastewater Reclamation District be done before you start?	Likely Yes
Will the entry way for the sewer line be finished and closed up before we start?	Yes
How many trucks/day?	Same as what we have today, i.e. 40-50 loads/day
Will it hurt the roads? Concern about the 8 ton weight limit on Brighton Rd.	No, same type of traffic as currently with the Worthing inert fill site.
What about noise and jake brakes?	I don't believe there will be any change given the same amount of traffic. Once on site, the speed limit is 10mph so there should be no need for jake brakes.
What will be the traffic pattern?	We can designate that they come in off of 136 <sup>th</sup> and Brighton Road to avoid 124 <sup>th</sup> . NOTE: Current detour on 120 <sup>th</sup> to the east is causing more congestion on 124 <sup>th</sup> , not related to Stagecoach or Worthing.



Which direction will the trucks enter off of Brighton Rd?	Both ways
Can the entrance be designated as up on 136 <sup>th</sup> ?	Yes, we will direct traffic to go this way.
What is the post-fill proposal?	Proposing residential estates - 2.5 acre sites; approx. 10-20 residences after rezoning and subdivision change.
What will be their water source?	Likely city water will be there in 20yrs as a lot can change in 20yrs. However, this is not within the scope of this application.
What will be their sewer system as Zigan owners expressed interest in sewer for their nearby homes as well?	Possibly septic unless city sewer is installed along Brighton Rd. However, this is not within the scope of this application.

Applicant advised all attendees that it would keep them apprised via email of updates on the Application. Shortly after the meeting ended, Applicant provided all attendees with a follow up email with a copy of the power point presentation along with Ben Frei and Mark Molen's contact information in case they have any questions or concerns in the future.

**EXHIBIT A**

ADAMS COUNTY			4430 SOUTH ADAMS COUNTY PKWY	BRIGHTON CO 80601-8204
BROMLEY DISTRICT WATER PROVIDERS LLC	C/O BROMLEY COMPANIES LLC		8301 E PRENTICE AVE STE 100	GREENWOOD VILLAGE CO 80111-2904
BROMLEY KENNETH M JR AND	BROMLEY LOU ELLEN		12600 BRIGHTON RD RT 3	BRIGHTON CO 80601
COUNTY OF ADAMS THE			4430 S ADAMS COUNTY PKWY	BRIGHTON CO 80601-8222
CUTLER ROBERT L AND	CUTLER SHIRLEY E		12395 BRIGHTON RD	HENDERSON CO 80640
HAMILTON PATRICIA L LIVING TRUST THE			10485 HENDERSON RD	BRIGHTON CO 80601-8111
HEINZ ERIC BRAAD			12730 BRIGHTON RD	BRIGHTON CO 80601-7346
HENDERSON AGGREGATE LTD			35715 HIGHWAY 40 BLDG B	STE 120 EVERGREEN CO 80439-9678
HENDERSON WATER SKI CLUB LLC	C/O TOM KRUEGER		15037 W 49TH PLACE	GOLDEN CO 80403
MCCARTY TRAVIS K AND	MCCARTY SHANTEL M		12730 BRIGHTON RD	BRIGHTON CO 80601-7346
NELSON ANNE J			17227 W 12TH AVE	GOLDEN CO 80401-2899
PENA MANUELA VERONICA MOLINA			1201 W THORNTON PKWY LOT 197	THORNTON CO 80260-5420
ZIGAN HOMEOWNERS ASSOCIATION			10801 E 124TH AVE	BRIGHTON CO 80601-7114
ARNOLD LARRY L AND	ARNOLD SHARON E	OR CURRENT RESIDENT	12700 BRIGHTON RD	BRIGHTON CO 80601-7346
BELUSCAK CONNIE JEAN AND	BELUSCAK VINCENT J	OR CURRENT RESIDENT	10757 E 124TH AVE	BRIGHTON CO 80601-7138
BLISS WILLIAM G AND	BLISS CHARLENE M	OR CURRENT RESIDENT	12460 BRIGHTON RD	BRIGHTON CO 80601-7350
BOSTROM SHARON A		OR CURRENT RESIDENT	12550 BRIGHTON RD	BRIGHTON CO 80601-7350
BROMLEY WINIFRED LEE		OR CURRENT RESIDENT	12801 BRIGHTON RD	BRIGHTON CO 80601-7341
CHAVEZ JESUS IGNACIO AND	CHAVEZ LUZ ALEJANDRA	OR CURRENT RESIDENT	12350 BRIGHTON RD	HENDERSON CO 80640-9748
CLARK MELVIN M/VICKI L	REVOCABLE TRUST THE	OR CURRENT RESIDENT	10381 E 123RD AVE	HENDERSON CO 80640-7436
COOPER SCOTT RICHARD AND	COOPER TRACY DANEEN	OR CURRENT RESIDENT	12420 BRIGHTON RD	BRIGHTON CO 80601-7350
CUTLER ROBERT L AND	CUTLER SHIRLEY E	OR CURRENT RESIDENT	12395 BRIGHTON RD	HENDERSON CO 80640-9747
EINSPAHR NORMAN J AND	EINSPAHR CHARLENE R	OR CURRENT RESIDENT	12840 BRIGHTON RD	BRIGHTON CO 80601
GARCIA ALFREDO AND	GARCIA ADELINA R	OR CURRENT RESIDENT	10321 E 123RD AVE	HENDERSON CO 80640-7436
JONES CALLAN MICHAEL		OR CURRENT RESIDENT	10371 E 123RD AVE	HENDERSON CO 80640-7436
KREMHELLER DIANNA O AND	KREMHELLER DAVID B	OR CURRENT RESIDENT	10391 E 123RD AVE	HENDERSON CO 80640-7436
KROLL TRISHA/ALAN 25 PERCENT INT AND	HAMILTON PATRICIA L LIVING TRUST 75 PERC	OR CURRENT RESIDENT	10485 HENDERSON RD	BRIGHTON CO 80601-8111
MONTOYA MICHAEL AND SANDRA		OR CURRENT RESIDENT	10800 E 126TH AVE	BRIGHTON CO 80601
PAWLAK MATTHEW AND NATHALIE		OR CURRENT RESIDENT	12500 BRIGHTON RD	BRIGHTON CO 80601
PRILL MICHAEL J AND	PRILL JOLENE L	OR CURRENT RESIDENT	12375 BRIGHTON RD	HENDERSON CO 80640-9747
RUSSELL GRACE G AND	RUSSELL KENNETH L	OR CURRENT RESIDENT	13185 BRIGHTON RD	BRIGHTON CO 80601-7341
SHURTLEFF JOSEPH W AND	SHURTLEFF MINDY	OR CURRENT RESIDENT	12770 BRIGHTON RD	BRIGHTON CO 80601
ZIGAN FLORIAN B		OR CURRENT RESIDENT	10801 E 124TH AVE	BRIGHTON CO 80601-7114
ZIGAN STEVEN AND JONI		OR CURRENT RESIDENT	10900 E 126TH AVE	BRIGHTON CO 80601
CURRENT RESIDENT			10800 E 124TH AVE	BRIGHTON CO 80601-7114
CURRENT RESIDENT			12840 BRIGHTON RD	BRIGHTON CO 80601-7342
CURRENT RESIDENT			12735 BRIGHTON RD	BRIGHTON CO 80601-7345
CURRENT RESIDENT			12600 BRIGHTON RD	BRIGHTON CO 80601-7351
CURRENT RESIDENT			9755 HENDERSON RD	BRIGHTON CO 80601-8114
CURRENT RESIDENT			12389 BRIGHTON RD	HENDERSON CO 80640-9747

## EXHIBIT B



35715 HWY 40  
BLDG B STE 120  
EVERGREEN CO 80439

January 17, 2022

**Delivery via USPS First Class Postage Mail**

CURRENT RESIDENT  
12735 BRIGHTON RD  
BRIGHTON CO 80601-7342

**Re: PRE2021-00038: Henderson Aggregate, Ltd.-Application for Certificate of Designation  
12601 Brighton Rd., Henderson, CO 80640 (125.617 acres) ("Property")**

Dear Neighbor:

Henderson Aggregate, Ltd. invites you to attend a neighborhood meeting regarding its prospective land use application of the Property and related project details. With the ongoing issues related to COVID-19, this meeting will be conducted virtually using the Microsoft Teams access information below:

**DATE:** Wednesday, February 2, 2022  
**TIME:** 5:00 p.m. to 6:00 p.m.  
**LINK:** Microsoft Teams meeting  
**Join on your computer or mobile app**  
[Click here to join the meeting](#)  
**Or call in (audio only)**  
[+1 719-582-5267](tel:+17195825267), 858353025# United States, Pueblo  
Phone Conference ID: 858 353 025#

If you intend to attend or participate in the virtual meeting, please RSVP by contacting Michelle A. Stein at (720) 413-3186 or email at [mstein@albertfreiandsons.com](mailto:mstein@albertfreiandsons.com) and provide your email address so that we may send the meeting link directly to you as well as any updates related to the meeting or the Application. We look forward to meeting with you.

Thank you and have a good day!

Sincerely,

A handwritten signature in black ink, appearing to read 'Ben Frei', with a stylized flourish at the end.

Ben Frei

Enc: Property Map






*Note: If you wish to be removed from this mailing list, please send an email to [mstein@albertfreiandsons.com](mailto:mstein@albertfreiandsons.com).*



# Entrance and Traffic Flow Map

Inert fill location map and internal road showing both existing Worthing fill and the proposed Stagecoach Inert Fill both owned by Henderson Aggregate LTD.

## Legend

-  12601 Brighton Rd
-  Entrance
-  Internal Road
-  Stagecoach Inert Fill
-  Worthing Fill



Dunes Golf Course

Worthing Fill

Brighton Rd

Entrance

Brighton Rd

Stagecoach Inert Fill

12601 Brighton Rd

85

Google Earth

Image © 2021 Maxar Technologies

2000 ft





EXHIBIT C

**A F S**

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**A L B E R T F R E I & S O N S**

Proposed Stagecoach Inert  
Fill

PRE2021-00038

ADAMS COUNTY

NEIGHBORHOOD MEETING

FEBRUARY 2, 2022

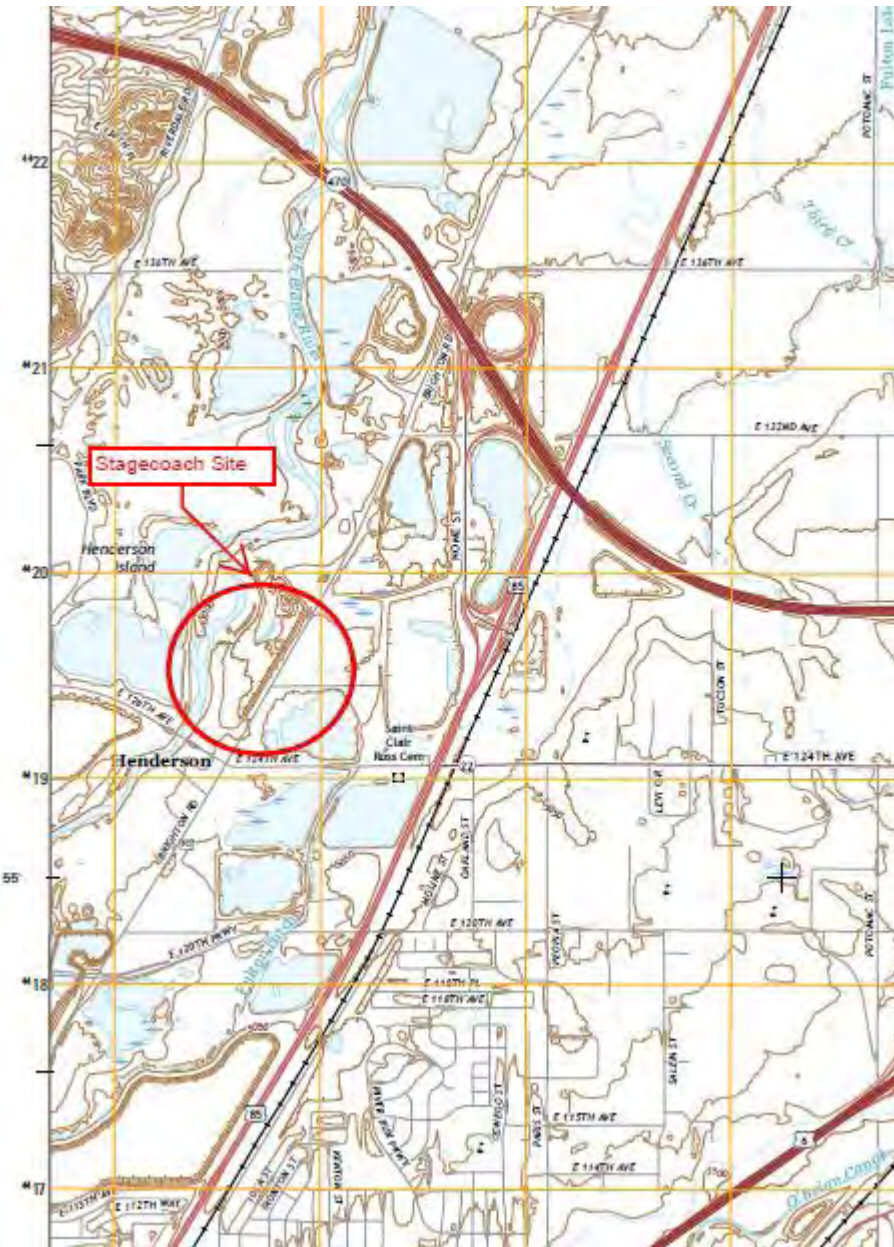
# About Albert Frei & Sons

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Founded in 1962 when the family farm in Henderson, Colorado was converted to a gravel pit supplying material for the construction of Interstate 76. Albert Frei & Sons is now in its 3rd generation of providing Colorado and the Denver area with the high-quality aggregates it demands in order to maintain and build its infrastructure. The 3rd generation consists of Albert Sr.'s children Al, Ben, Joe, Lisa and Tommy.









# Stagecoach Excavation Pit



Henderson, CO



# Inert Fill Mined Excavation Pit

- Inert fill to bring grade level to approximately Brighton Road
- Inert filling the same as the Worthing Henderson Inert Fill Site
- Use of existing entrance - same as Worthing Inert Fill Site
- Inert fill is earthen material - dirt, soil, rock, brick, concrete, asphalt
- Typical inert fill is basement excavations or utility line excavations
- Operation hours 7 am to 4 pm M-F and 7 am to 12 pm Saturday, closed on Sundays and Holidays
- Fill will commence from South to North

# Reclamation Examples



Brighton, CO

# Reclamation Examples



RTD Station, Commerce City, CO

# Post-Reclamation Appearance





# Summary & Questions

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- Inert filling to reclaim the site to pre-mining conditions
- Operations the same as Worthing Inert Fill Site
- Phased filling from South to North
- Questions?
- Contact Mark Molen  
[mark@molenandassociates.com](mailto:mark@molenandassociates.com)



Community & Economic  
Development Department  
www.adcogov.org



4430 South Adams County Parkway  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6880  
FAX 720.523.6967  
EMAIL: epermitcenter@adcogov.org

## **Development Review Team Comments**

**Date:** 5/5/2022

**Project Number:** EXG2022-00002

**Project Name:** Stagecoach Inert Fill Certificate of Designation

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BOARD OF COUNTY COMMISSIONERS

**Eva J. Henry**  
DISTRICT 1

**Charles "Chaz" Tedesco**  
DISTRICT 2

**Emma Pinter**  
DISTRICT 3

**Steve O'Dorisio**  
DISTRICT 4

**Lynn Baca**  
DISTRICT 5

---

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Katie Keefe

**Date:** 04/19/2022

**Email:**

**Complete**

ENV6. Inert landfill Operation Standards (required in addition to General Standards):

a. Materials Acceptance Plan: Operators shall develop and implement a Materials Acceptance Plan detailing procedures for certifying incoming loads as inert, including material acceptance, load inspection, and load rejection procedures for all waste material brought to the fill site. Loads containing trash, organic material, metal material, and other waste material not meeting the definition of inert fill for landfilling shall be rejected and documentation of hauler, source, and haul date shall be kept onsite for at least one-year. A visual inspection screening shall be made where loads are offloaded and incidental amounts

of materials not meeting the definition of inert material shall be removed.

All materials removed from the waste stream shall be disposed of at an approved waste disposal facility and records kept of such disposal.

b. Fencing: An eight (8) foot solid screen fence or security fence, with additional screening material, as approved by the Director of Community and Economic Development, shall enclose all outside storage.

c. Traffic Control Plan: Provisions of the traffic control plan shall be followed

d. Nuisance Control Plan: Provisions of the nuisance control plan detailing measures to mitigate those off-site impacts as specified in Section 4-13, General Operations, shall be followed.

e. Appearance: All sites shall maintain a clean, neat, and orderly appearance. Stockpiles of materials may only be placed as specified in the design and operation plan.

f. Performance Bond: Prior to commencing operations, and thereafter during the active life of the facility, and for five (5) years after closure, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County. The amount of said bond shall be \$2,000.00 per acre. Should any corrective actions be required by the County in order to protect the health, safety, and general welfare which result from failure of the operator to follow any regulations, standards, or conditions of approval, the performance bond shall be forfeited in an amount sufficient to defray the expense of said actions, including staff time expended by Adams County involved in such corrective actions.

---

**Commenting Division:** Environmental Analyst Review

**Name of Reviewer:** Katie Keefe

**Date:** 04/19/2022

**Email:**

**Comment**



ENV1. Applicant should be aware that the documents required for second public hearing submittal must be provided to the Director of Community and Economic Development 230 days prior to the scheduled public hearing date. These documents include the Operations Plan and Technical Document.

ENV2. An Operations Plan meeting all applicable CDPHE regulatory requirements will need to be reviewed and accepted by staff.

ENV3. A closure plan and estimate of the closure costs must be provided for review to determine the required performance bond (see General Operating and Performance Standards below).

ENV4. Storage of inoperable equipment or vehicles, stockpiles of metal not specific to the site's operation, and trash/debris stockpiles will not be allowed on the property. All approved material stockpiles must be maintained with proper dust suppression and nuisance control measures.

ENV5. Section 4-11-02-03-02.1 General Operating and Performance Standards: The following General Operating and Performance Standards are applicable to all Solid Waste Disposal Sites and/or Processing Facilities:

a. Compliance with Colorado Solid Waste Act: Operators shall comply with the Colorado Solid Waste Act (C.R.S. 30-20-100 et. seq.), and all regulations promulgated pursuant to said Act by the Colorado Department of Public Health and Environment.

b. Compliance with State Standards and Regulations: Operators shall comply with all adopted State and Federal regulations, whether such regulations are adopted prior to, or after, approval of a Certificate of Designation under these standards and regulations.

c. Performance Bond Required: Prior to commencing operations, and thereafter during the active life of the facility, the operator shall post and maintain a performance bond or other approved financial instrument with Adams County.

d. Liability Insurance in the amount of one million dollars shall be maintained; evidence of such insurance must be submitted upon request.

f. User Service Charges Required: All solid waste disposal site and/or processing facility operators shall collect service charges from users for the purpose of solid waste management in the County. Such charges shall be collected pursuant to the Board of County Commissioners Resolution of August 28, 1985, as amended.

g. Uncovered Loads: All uncovered loads shall be charged double the normal disposal rate. Records of uncovered loads to include haul company, license plate, and rate collected shall be maintained for the life of the inert landfill facility.

h. Waste Along Public Rights-of-Way Control: Operators shall remove trash, or other waste material, disposed of or treated at their facility, along all public rights-of-way within one (1) mile of the facility and up to five (5) miles along the approved haul routes, or as otherwise specified.

i. Odor Control: At no time shall a waste disposal site or waste processing facility create malodorous conditions.

j. Erosion Control: At no time shall a waste disposal site or processing facility allow soil loss or erosion beyond that provided for in the erosion control measures approved in the design and operations plan.

l. Screening: All allowed accessory outside storage shall be concealed by an eight (8) foot solid screen fence or other effective screening material as approved by the Director.

m. Right-of-Way Screening: All new facilities shall provide and maintain attractive visual screening from any public right-of-way from which the facility is visible.

o. Certification of Special Structures and Equipment: Special structures not addressed in these standards and regulations, and processing equipment which has the potential to create external environmental impacts (through air emissions, groundwater impacts, etc.), shall be certified.

---

**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 04/19/2022

**Email:** glabrie@adcogov.org

**Complete**

Comments

ENG1: The applicant will be required to submit a grading, erosion and sediment control plan to be reviewed and approved by Development Engineering before any construction permits are issued.

ENG2: The applicant will be required to obtain a floodplain use permit.

ENG3: There is enough existing right-of-way at the Brighton Road and E. 136th Avenue for the applicant to build a westbound to southbound left-turn acceleration lane on Brighton Road departing E. 136th Avenue to mitigate the background traffic growth and improve the expected LOS F to a LOS D.

ENG4: The applicant shall also consider making some improvements to the intersection of Brighton Road, Henderson, and 124th Avenue by adding a south to eastbound left turn lane on Brighton Road, a west to northbound left turn lane on Henderson Road, and an east to southbound left turn lane on 124th Avenue.

Time Tracking Start Date

Est. Completion Date

In Possession Time (hrs)

Display E-mail Address in ACA

No

Display Comment in ACA

Comment Display in ACA

All ACA Users

Record Creator

Licensed Professional

Contact

Owner

Estimated Hours

0.0

Action

Updated

Workflow Calendar

---

**Commenting Division:** Planner Review

**Name of Reviewer:** Layla Bajelan

**Date:** 04/19/2022

**Email:**

**Complete**

Section 02-02-04-05

At the first hearing concerning a certificate of designation, the Planning Commission shall conduct a preliminary fact finding and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. This hearing shall include, but not be limited to, information of the impact on the surrounding land uses, access and traffic impact, conformance with requirements of these standards and regulations, and conformance with policies of the Adams County Comprehensive Plan. At such hearing, the Planning Commission shall forward a recommendation in the form of recommended findings of fact to the Board of County Commissioners as to whether or not the proposed land use is in accordance with the criteria. The Board of County Commissioners shall then conduct a preliminary fact finding public hearing and consider all relevant evidence regarding land use compatibility and site impacts concerning the application. If the Board of County Commissioners finds the proposed land use is not in accordance with the criteria, it shall make a finding of fact, and such findings may be the basis of a denial at future hearings should the applicant wish to proceed with the remainder of the permitting process.

---

**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Greg Labrie

**Date:** 04/14/2022

**Email:** glabrie@adcgov.org

**Comment**

ENG1: The applicant will be required to submit a grading, erosion and sediment control plan to be reviewed and approved by Development Engineering before any construction permits are issued.

ENG2: The applicant will be required to obtain a floodplain use permit.

ENG3: There is enough existing right-of-way at the Brighton Road and E. 136th Avenue for the applicant to build a westbound to southbound left-turn acceleration lane on Brighton Road departing E. 136th Avenue to mitigate the background traffic growth and improve the expected LOS F to a LOS D.

ENG4: The applicant shall also consider making some improvements to the intersection of Brighton Road, Henderson, and 124th Avenue by adding a south to eastbound left turn lane on Brighton Road, a west to northbound left turn lane on Henderson Road, and an east to southbound left turn lane on 124th Avenue.

---

**Commenting Division:** Neighborhood Services Review

**Name of Reviewer:** Gail Moon

**Date:** 04/05/2022

**Email:** gmoon@adcgov.org

**Complete**

There are no OPEN violations at this location at this time. NO COMMENT

---

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

**From:** [Rick Reigenborn](#)  
**To:** [Layla Bajelan](#)  
**Subject:** RE: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation  
**Date:** Tuesday, March 15, 2022 6:30:14 PM  
**Attachments:** [image002.wmz](#)  
[image001.png](#)

---

The Sheriff's Office has no opposition to this request.

**Richard A. Reigenborn**  
Sheriff  
**Adams County Sheriff's Office**  
4430 S. Adams County Parkway,  
1<sup>st</sup> Floor, Suite W5400  
Brighton, CO 80601  
303-655-3218 | [RReigenborn@adcogov.org](mailto:RReigenborn@adcogov.org)

*Character • Integrity • Transparency*

---

**From:** Layla Bajelan  
**Sent:** Tuesday, March 15, 2022 3:30 PM  
**To:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>  
**Subject:** Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation

## Request for Comments

The Adams County Planning Commission is requesting comments on the following application: Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates  
7321 E. 88th Avenue Ste. 100  
Henderson, Colorado 80640

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 04/05/2022 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org).

Once comments have been received and the staff report written, the staff report and notice of

**From:** [BFR Plan Reviews](#)  
**To:** [Layla Bajelan](#)  
**Subject:** RE: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation  
**Date:** Tuesday, March 29, 2022 12:06:02 PM  
**Attachments:** [image002.png](#)

---

Please be cautious: This email was sent from outside Adams County

Hello Layla,

We do not have any comments on this one at this time.

Thank you



**Julie Sovizdraniouk**  
**Administrative Assistant III**  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave – 3<sup>rd</sup> Floor  
Brighton, CO. 80601  
Office: 303.659.4101  
Direct: 303.654.8044  
[www.brightonfire.org](http://www.brightonfire.org)

---

**From:** Layla Bajelan <LBajelan@adcogov.org>  
**Sent:** Tuesday, March 15, 2022 3:30 PM  
**To:** Layla Bajelan <LBajelan@adcogov.org>  
**Subject:** Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation

## Request for Comments

The Adams County Planning Commission is requesting comments on the following application: Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates  
7321 E. 88th Avenue Ste. 100  
Henderson, Colorado 80640

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 04/05/2022 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Layla Bajelan](#)  
**Subject:** Re: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation  
**Date:** Wednesday, April 6, 2022 1:49:28 PM

---

Please be cautious: This email was sent from outside Adams County

Layla,

I have reviewed the referral for the Stagecoach Inert Fill Certificate of Designation, located at 12601 Brighton Road, and would allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit and have the following comments:

- We have no objections to the proposal. Access to the site is from Brighton Road and is off of the state highway system.
- 124th Ave. (Highway 22) may be impacted by the haul route. Please provide the traffic study by LSC Consultants that is referenced in the referral material. We would like an opportunity to review it.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit- Region 1



P 303.757.9891 | F 303.757.9053  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)



On Tue, Mar 15, 2022 at 3:29 PM Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)> wrote:

## Request for Comments

The Adams County Planning Commission is requesting comments on the following application: Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates

**From:** [Comaniciu - DNR, Ioana](#)  
**To:** [Layla Bajelan](#)  
**Cc:** [Joanna Williams](#)  
**Subject:** Fwd: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation  
**Date:** Tuesday, March 22, 2022 10:04:19 AM  
**Attachments:** [EXG2022-00002: Stagecoach Inert Fill Certificate of Designation.pdf](#)

---

Please be cautious: This email was sent from outside Adams County

Good Morning,

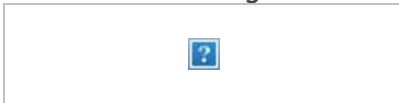
We have reviewed the referral related to the application for backfilling a previously mined property, more specifically backfilling that Stagecoach Reservoir (WDID 0203014) and we have no comments on the proposal to backfill this reservoir.

Please contact me at this office if you have any questions.

Sincerely,

Ioana Comaniciu, P.E.

Water Resources Engineer



P 303-866-3581 x 8246

1313 Sherman St., Suite 818, Denver, CO 80203

[ioana.comaniciu@state.co.us](mailto:ioana.comaniciu@state.co.us) | [www.colorado.gov/water](http://www.colorado.gov/water)

----- Forwarded message -----

**From:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>

**Date:** Tue, Mar 15, 2022 at 3:29 PM

**Subject:** Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation

**To:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>

## Request for Comments

The Adams County Planning Commission is requesting comments on the following application: Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates

7321 E. 88th Avenue Ste. 100

**From:** [O'Dell, Dennis](#)  
**To:** [Layla Bajelan](#)  
**Cc:** [Young, Travis](#); [O'Dell, Dennis](#)  
**Subject:** Fw: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation=12601 BRIGHTON RD. Brighton, Co.  
**Date:** Monday, March 21, 2022 6:17:54 PM  
**Attachments:** [EXG2022-00002: Stagecoach Inert Fill Certificate of Designation.pdf](#)  
[Lumen Fibers in blue along Brighton Rd.pdf](#)

---

Please be cautious: This email was sent from outside Adams County

Hi Layla,

See attached of Lumens cable along Brighton Rd. I have marked for reference to developer and you to do cable locates before any work out at the site.

If I missed anything, let me know. Have a great day.

Thanks,

Dennis O'Dell | Wire Center Engineer & OSP Eng. @ Lumen.

**970-290-7037.**

801 W Mineral Ave. Suite 100.

Littleton, CO 80120.

[www.MOUNTAINLTD.com](http://www.MOUNTAINLTD.com).

*EOE, AA.*

Wire Centers;

AURRCOMB--Monaghan.

BITTCOMA---Brighton.

DNVRCOMB--Montbello.

DNVRCOOU-DIA--Airport.

---

**From:** Young, Travis <Travis.Young@lumen.com>

**Sent:** Wednesday, March 16, 2022 1:40 PM

**To:** O'Dell, Dennis <Dennis.Odell@lumen.com>

**Cc:** Layla Bajelan <LBajelan@adcogov.org>

**Subject:** FW: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation

Hello Dennis,

Can you please review and get back with Layla on this request?

Thanks,

*Travis Young*

*SR Network Implementation Engineer*

*7759 S. Wheeling Ct.*

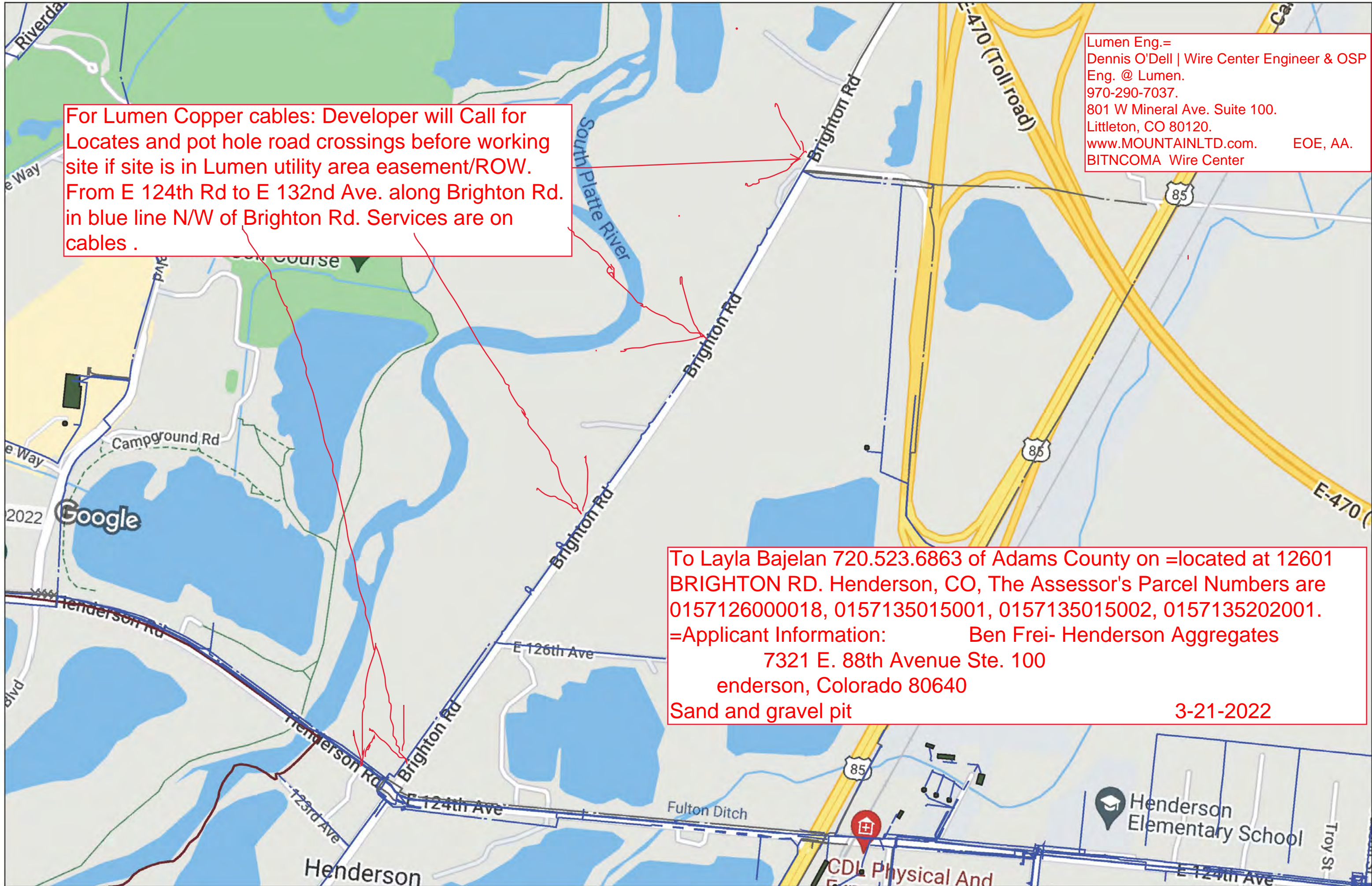
*Cell (303) 263-1725*



For Lumen Copper cables: Developer will Call for Locates and pot hole road crossings before working site if site is in Lumen utility area easement/ROW. From E 124th Rd to E 132nd Ave. along Brighton Rd. in blue line N/W of Brighton Rd. Services are on cables .

Lumen Eng.=  
Dennis O'Dell | Wire Center Engineer & OSP  
Eng. @ Lumen.  
970-290-7037.  
801 W Mineral Ave. Suite 100.  
Littleton, CO 80120.  
www.MOUNTAINLTD.com. EOE, AA.  
BITNCOMA Wire Center

To Layla Bajelan 720.523.6863 of Adams County on =located at 12601 BRIGHTON RD. Henderson, CO, The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.  
=Applicant Information: Ben Frei- Henderson Aggregates  
7321 E. 88th Avenue Ste. 100  
Henderson, Colorado 80640  
Sand and gravel pit  
3-21-2022



**From:** [Clayton Woodruff](#)  
**To:** [Layla Bajelan](#)  
**Subject:** RE-EXG2022-00002  
**Date:** Thursday, March 24, 2022 10:08:32 AM

---

Please be cautious: This email was sent from outside Adams County

Layla,

The RTD has no comment on this project.

Thanks,



**C. Scott Woodruff**  
**Engineer III**

Regional Transportation District  
1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025  
[clayton.woodruff@rd-denver.com](mailto:clayton.woodruff@rd-denver.com)



**From:** [Jeff Nelson](#)  
**To:** [Layla Bajelan](#)  
**Cc:** [Sharleen Maier](#)  
**Subject:** RE: Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation  
**Date:** Tuesday, March 22, 2022 9:17:18 AM  
**Attachments:** [image002.png](#)

---

Please be cautious: This email was sent from outside Adams County

Layla

SACWSD has no comments as the site is outside of SACWSD boundaries.

Sincerely,

**Jeff Nelson**  
Development Review Supervisor  
[jnelson@sacwsd.org](mailto:jnelson@sacwsd.org)

South Adams County Water & Sanitation District  
10200 East 102<sup>nd</sup> Avenue, Henderson, CO 80640

Direct: 720-206-0593, Cell: 720-530-8396



---

**From:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>  
**Sent:** Tuesday, March 15, 2022 3:30 PM  
**To:** Layla Bajelan <[LBajelan@adcogov.org](mailto:LBajelan@adcogov.org)>  
**Subject:** Request for Comments- EXG202200002; Stagecoach Inert Fill Certificate of Designation

## Request for Comments

The Adams County Planning Commission is requesting comments on the following application: Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates  
7321 E. 88th Avenue Ste. 100  
Henderson, Colorado 80640



April 4, 2022

Layla Bajelan  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: Stagecoach Inert Fill Certificate of Designation EXG2022-00002  
TCHD Case No. 7583

Dear Ms. Bajelan,

Thank you for the opportunity to review and comment on the Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit on 125.617 acres at 126001 Brighton Road. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

**Solid Waste-Inert Fills**

TCHD encourages recycling of waste to the maximum extent practicable, while also recognizing that disposal of waste is also necessary. Inert fills are an essential component of solid waste management and when properly designed, operated and closed, provide a safe and protective means of disposal.

TCHD acknowledges that the applicant will be required to submit a Design and Operations Plan and Construction Engineering Design Plans for the facility, or Engineering Design and Operations Plan (EDOP). The EDOP will need to be reviewed and approved by the Colorado Department of Public Health and Environment (CDPHE) as part of their approval process. Upon receipt of the EDOP, TCHD is available to review the plan concurrently with CDPHE and to provide specific comments.

Please feel free to contact me at 720-200-1568 or [wbrown@tchd.org](mailto:wbrown@tchd.org) with any questions.

Sincerely,

A handwritten signature in black ink that reads "Warren S. Brown".

Warren S. Brown, P.E.  
Senior Environmental Health Consultant

cc: Sheila Lynch, Kathleen Boyer, Keith Homersham, TCHD  
Jerry Henderson, P.E., Colorado Department of Public Health and Environment  
Katie Keefe, Adams County



Your Touchstone Energy® Cooperative 

April 5, 2022

Adams County | Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000B  
Brighton, CO 80601

Re: EXG2022-00002 – Stagecoach Inert Fill Certificate of Designation

Dear Layla:

On behalf of United Power, Inc., thank you for inviting us to review and comment on the Stagecoach Inert Fill Certificate of Designation. After review of the information, we currently have existing electrical facilities within the site locations. This consists of underground and overhead/above ground infrastructure. I am not sure if these facilities will be in conflict with your project. We will need to maintain all existing rights, facilities/equipment, and existing easements. This request should not hinder our ability for future expansion, including all present and any future accommodations for electrical distribution. Please ensure work closely with United Power to deenergize, remove, or relocate any facilities. Please note any related fees would be at the expense of the applicant.

Please have the property owner/developer/contractor submit an application for new electric service, any modification to existing facilities including relocation and/or removal along with CAD data via <https://www.unitedpower.com/construction>. United Power would like to work with these persons early in the construction process on getting an electric design prepared so that we can request any additional easements needed and hopefully have those easements dedicated on the plat rather than obtaining separate instrument. Obtaining easements via a separate instrument can be time consuming and could cause delays.

***As a Reminder:*** No permanent structures are acceptable within the dry utility easement(s); such as, window wells, wing walls, retaining walls, basement walls, roof overhang, anything affixed to the house like decks, etc. United Power considers any structure that impedes the access, maintenance, and safety of our facilities a permanent structure. No exceptions will be allowed, and any encroachments could result in penalties.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested. We would like to remind the developer to call the Utility Notification Center by dialing 811 to have all utilities located prior to construction. We look forward to safely and efficiently providing reliable electric power and outstanding service.

Thank you,



Samantha Riblett  
United Power, Inc.  
Right of Way Agent  
O: 303-637-1324 | Email: [platreferral@unitedpower.com](mailto:platreferral@unitedpower.com)



**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303. 571. 3284  
donna.l.george@xcelenergy.com

April 8, 2022

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Layla Bajelan

**Re: Stagecoach Inert Fill Certificate of Designation, Case # EXG2022-00002**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the certificate of designation documentation for **Stagecoach Inert Fill** and has **no apparent conflict**.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

***Kevin Priola***  
***Priola Real Estate & Investment***  
*P.O. Box 222*  
*Henderson, CO 80640-0222*  
*303-882-5486*  
*kpriola@hotmail.com*

April 7, 2022

Layla Bajelan  
Senior Long Range Planner  
Community and Economic Development Department  
S. Adams County Parkway Suite W2000A  
Brighton, CO 80601-8216

RE: Stagecoach Inert Fill Certificate of Designation

Dear Adams County Planning Commission,

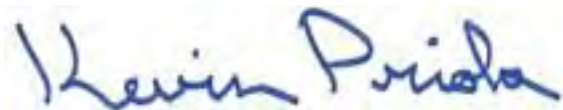
I am writing in support of the Stagecoach Inert Fill Certificate of Designation application. The need for inert fill space in the metro area is very strong, especially during the current construction boom. I know from working with Ben Frei in the past, that he will operate the location in a professional manor.

Adams County is developing quickly and the growth will only continue in the coming decade. This kind of inert land fill will allow for more economic development and lower costs for home builders creating affordable housing in our county.

Given the traffic issues that are increasingly worsening, I would ask that the trucks entering Brighton Rd and the fill sight, enter via 136<sup>th</sup> as it has much less traffic now compared to 124<sup>th</sup> and Henderson Rd.

I strongly urge that Adams County approve the Stagecoach Inert Fill Certificate of Designation for Ben Frei and Henderson Aggregates. with the one stipulation on access to Brighton Rd. I've suggested prior in this this letter.

Sincerely,

A handwritten signature in blue ink that reads "Kevin Priola". The signature is written in a cursive, flowing style.

Kevin Priola



## Request for Comments

Case Name: Stagecoach Inert Fill Certificate of Designation

Case Number: EXG2022-00002

March 15, 2022

The Adams County Planning Commission is requesting comments on the following application: **Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed on the property. The request would raise the grade to an elevation that would match the surrounding properties.** This request is located at 12601 BRIGHTON RD. The Assessor's Parcel Numbers are 0157126000018, 0157135015001, 0157135015002, 0157135202001.

Applicant Information: Ben Frei- Henderson Aggregates  
7321 E. 88th Avenue Ste. 100  
Henderson, Colorado 80640

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 04/07/2022 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to **LBajelan@adcogov.org**.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

A handwritten signature in cursive script that reads 'Layla Bajelan'.

Layla Bajelan, Senior Long Range Planner  
Case Manager

---

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5





## Public Hearing Notification

Case Name:	Stagecoach Inert Fill Certificate of Designation
Case Number:	EXG2022-00002
Planning Commission Hearing Date:	05/12/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	06/14/2022 at 9:30 a.m.

April 19, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties. This request is located at 12601 Brighton Rd. The Assessor's Parcel Number(s) 0157126000018, 0157135015001, 0157135015002, 0157135202001**

Applicant Information: Ben Frei, HENDERSON AGGREGATE LTD  
7321 E 88TH AVE STE 100  
HENDERSON, CO 806408137

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Layla Bajelan, Senior Long Range Planner  
Case Manager

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

## PUBLICATION REQUEST

**Case Name:** Stagecoach Inert Fill Certificate of Designation

**Case Number:** EXG2022-00002

**Planning Commission Hearing Date:** May 12<sup>th</sup>, 2022 at 6:00 p.m.

**Board of County Commissioners Hearing Date:** June 14<sup>th</sup>, 2022 at 9:30 a.m.

**Case Manager:** Layla Bajelan, Long-Range Planner II, [LBajelan@adcogov.org](mailto:LBajelan@adcogov.org) 720.523.6863

**Request:** Inert Fill Certificate of Designation to allow for 2.5 million cubic yards of inert fill materials to be placed in the previously mined sand and gravel pit. The request would raise the grade to an elevation that would match the surrounding properties.

**Parcel Number (s):** 0157135202001, 0157126000018, 0157135015001, and 0157135015002

**Legal Description:** SUB:STAGECOACH STOP PIT-AMENDMENT NO 1 LOT:2, SECT,TWN,RNG:26-1-67 DESC: BEG 1004/81 FT W OF SE COR SW4 SEC 26 SD PT BEING ON NWLY ROW LN OF COUNTY RD NO 31 TH N 29D 13M E 1213/32 FT TH N 24D 44M E 525/94 FT TH N 74D 04M W 527/20 FT TH N 55D 06M W 825 FT TH N 53D 30M E 799/85 FT TO A PT ON N LN SW4 SD SEC TH W 1120/06 FT TO A PT ON C/L OF S PLATTE RIVER AS NOW LOCATED TH ALG SD C/L AS FOL S 24D 20M W 507/58 FT S 26D 25M E 919/48 FT S 06D 02M W 123/88 FT S 38D 45M W 318/37 FT S 48D 57M W 207/49 FT S 38D 39M W 1004/20 FT TO A PT ON W LN SW4 TH S 50 FT TO SW COR SD SEC TH E 1644/75 FT TO TRUE POB EXC PARC 77/096A \*\*NO ADDRESS, STAGECOACH PIT M-1983-067 SUB:STAGECOACH STOP PIT DESC: PARCEL 1, and SUB:STAGECOACH STOP PIT DESC: PARCEL 2

**Applicant:** Ben Frei, Henderson Aggregate LTD. 7321 E. 88<sup>th</sup> Avenue Ste. 100 Henderson, Colorado 80640

**Public Hearings Location:** 4430 S. Adams County Pkwy., Brighton, CO 80601 Please visit <http://www.adcogov.org/bocc> for up to date information. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).



Referral Listing  
Case Number EXG2022-00002  
Stagecoach Inert Fill Certificate of Designation

Agency

Contact Information

27J Schools

Kerrie Monti  
1850 Egbert St  
Suite 140, Box 6  
Brighton CO 80601  
303-655-2984  
kmonti@sd27j.net

ABERDEEN METROPOLITAN DISTRICT NO 2

BARBARA VANDER  
7400 E ORCHARD RD SUITE 3300  
GREENWOOD VILLAGE CO 80111  
303 770-2700

Aberdeen Metropolitan District, No. 1

Barbara Vander Wall  
Seter & Vander Wall, P.C.  
7400 E Orchard Rd, Suite 3300  
Greenwood Village CO 80111  
303.7  
svw@svwpc.com

ADAMS 12 FIVE STAR SCHOOLS

MATT SCHAEFER - PLANNING MANAGER  
1500 E. 128TH AVENUE  
THORNTON CO 80241  
720-972-4289  
matt.schaefer@adams12.org

Adams County Attorney

Christine Fitch  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6352  
CFitch@adcogov.org

Adams County CEDD Building Safety

Justin Blair  
4430 S Adams County Pkwy  
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RIVERDALE DUNES METRO DIST. #1

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Riverdale Peaks Metro District

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South Adams County Fire District

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Todd Creek Village Metropolitan District

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14900 AKRON ST  
BRIGHTON CO 80602-5646

BRANNAN SAND AND GRAVEL CO LLC  
2500 E BRANNAN WAY  
DENVER CO 80229

12330 BRIGHTON ROAD LLC  
6885 LOWELL BLVD  
DENVER CO 80221-2652

BROMLEY DISTRICT WATER PROVIDERS LLC  
C/O BROMLEY COMPANIES LLC  
8301 E PRENTICE AVE STE 100  
GREENWOOD VILLAGE CO 80111-2904

ADAMS COUNTY  
4430 SOUTH ADAMS COUNTY PKWY  
BRIGHTON CO 80601-8204

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ADAMS COUNTY HISTORICAL SOCIETY  
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CITY OF BRIGHTON  
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BRGHTON CO 80601-8204

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CUTLER SHIRLEY E  
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GRIZZLY PETROLEUM COMPANY LLC  
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ROCKWALL TX 75087-5116

OFF DON AND JEANNE PARTNERSHIP  
10495 E 120TH AVE  
HENDERSON CO 80640-9742

HAMILTON PATRICIA L LIVING TRUST THE  
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PEARSON BEN  
12230 BRIGHTON ROAD  
HENDERSON CO 80640

HEINZ ERIC BRAAD  
12730 BRIGHTON RD  
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35715 HIGHWAY 40 BLDG B, STE 120  
EVERGREEN CO 80439-9678

RED ROCK DEVELOPMENT LLC  
4337 MT SNEFFELS ST  
BRIGHTON CO 80601-6554

HENDERSON WATER SKI CLUB LLC  
C/O TOM KRUEGER  
15037 W 49TH PLACE  
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RODRIGUEZ-RONQUILLO SANDRA C AND  
RODRIGUEZ-RONQUILLO SAUL  
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11275 E 124TH AVE  
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UNKNOWN OWNERSHIP

BELUSCAK CONNIE JEAN AND  
BELUSCAK VINCENT J  
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KROLL TRISHA/ALAN 25 PERCENT INT AND  
HAMILTON PATRICIA L LIVING TRUST 75 PERC  
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CURRENT RESIDENT  
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HARN GWI SUK  
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CURRENT RESIDENT  
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CURRENT RESIDENT  
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CURRENT RESIDENT  
11100 E 126TH AVE  
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CURRENT RESIDENT  
11288 E 124TH AVE  
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CURRENT RESIDENT  
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CURRENT RESIDENT  
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CURRENT RESIDENT  
9601 HENDERSON RD  
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CURRENT RESIDENT  
11284 E 124TH AVE APT 1  
BRIGHTON CO 80601-7123

CURRENT RESIDENT  
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CURRENT RESIDENT  
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HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 10  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 2  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 11  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 20  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
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HENDERSON CO 80640-1002

CURRENT RESIDENT  
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HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 13  
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HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 14  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 23  
HENDERSON CO 80640-1002

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12210 BRIGHTON RD UNIT 15  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 24  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 16  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 3  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 17  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 4  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 18  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 5  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 19  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 6  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 7  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
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HENDERSON CO 80640-1003

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 8  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 9  
HENDERSON CO 80640-1002

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 34  
HENDERSON CO 80640-1003

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 25  
HENDERSON CO 80640-1003

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 35  
HENDERSON CO 80640-1003

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 26  
HENDERSON CO 80640-1003

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 36  
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CURRENT RESIDENT  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 37  
HENDERSON CO 80640-1003

CURRENT RESIDENT  
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HENDERSON CO 80640-1026

CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 617  
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12200 BRIGHTON RD  
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CURRENT RESIDENT  
12202 BRIGHTON RD  
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CURRENT RESIDENT  
12210 BRIGHTON RD UNIT 740  
HENDERSON CO 80640-1031

CURRENT RESIDENT  
12230 BRIGHTON RD  
HENDERSON CO 80640-9750

CURRENT RESIDENT  
10220 E 123RD AVE  
BRIGHTON CO 80640-7438

CURRENT RESIDENT  
12240 BRIGHTON RD  
HENDERSON CO 80640-9750

CURRENT RESIDENT  
10400 E 123RD AVE  
BRIGHTON CO 80640-7439

CURRENT RESIDENT  
12260 BRIGHTON RD  
HENDERSON CO 80640-9750

CURRENT RESIDENT  
12389 BRIGHTON RD  
HENDERSON CO 80640-9747

CURRENT RESIDENT  
12300 BRIGHTON RD  
HENDERSON CO 80640-9748

CURRENT RESIDENT  
12330 BRIGHTON RD  
HENDERSON CO 80640-9748

# CERTIFICATE OF POSTING



I, Layla Bajelan, do hereby certify that I had the property posted at

12601 Brighton Rd.

on April 27, 2022

In accordance with the requirements of the Adams County Zoning Regulations

*Layla Bajelan*

Layla Bajelan

# Stagecoach Inert Fill Certificate of Designation

EXG2022-00002

12601 Brighton Rd.

Community & Economic Development Department

June 14th, 2022

Presented by: Layla Bajelan, Senior Long Range Planner



ADAMS COUNTY  
COLORADO

# Requests

- Certificate of Designation to allow for 2.5 million cubic yards of inert fill material to be placed in a previously mined sand and gravel pit.
  - Applicant: Henderson Aggregate/ Albert Frei and Sons
  - Stagecoach Pit
    - 4 parcels
    - Total Acreage: 127 acres
    - Mined area: 40 acres

# Review Process for Certificate of Designation

## Section 2-02-04-01

- Initial Review/ Hearing: Review the certificate of designation's compatibility with adjacent land uses and to make preliminary findings.
  - information of the impacts on the surrounding land uses
  - access
  - traffic impact
  - conformance with requirements of these standards and regulations
  - conformance with policies of the Adams County Comprehensive Plan.
- Initial Hearing can be waived by the Director
- Planning Commission shall forward a recommendation in the form of recommended findings of fact to the Board of County Commissioners as to whether the proposed land use is in accordance with the criteria

# Review Process for Certificate of Designation

Section 2-02-04-01

Second Review/Hearing: Review the operations plan and technical report.

- If the use is found to be incompatible in the initial hearing, the PC and BoCC can use this information in second review
- Requires CDPHE sign off prior to scheduling hearing
- BoCC will approve or deny the request



# Applicants Proposal

- Inert Fill landfill
  - Rock
  - Concrete
  - Asphalt
  - Other Aggregate Materials
- 10–20-year timeline on filling
- Proposed Use: Low-Density Residential
- Start filling after completion of the Worthing Pit, filling will commence south to north



Aerial View

470

Worthing Pit

Site

Riverdale Regional Park

Henderson Rd.

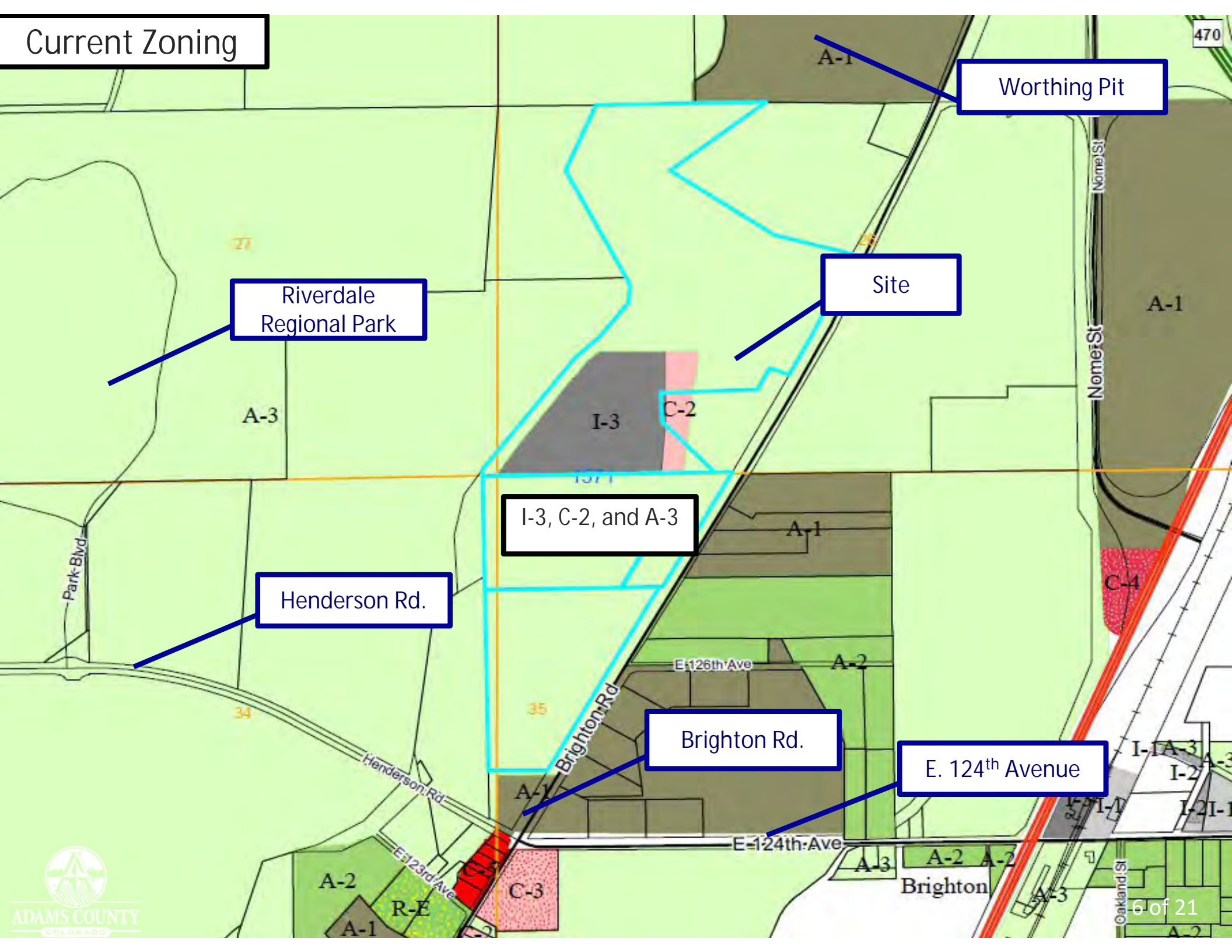
Brighton Rd.

E. 124<sup>th</sup> Avenue

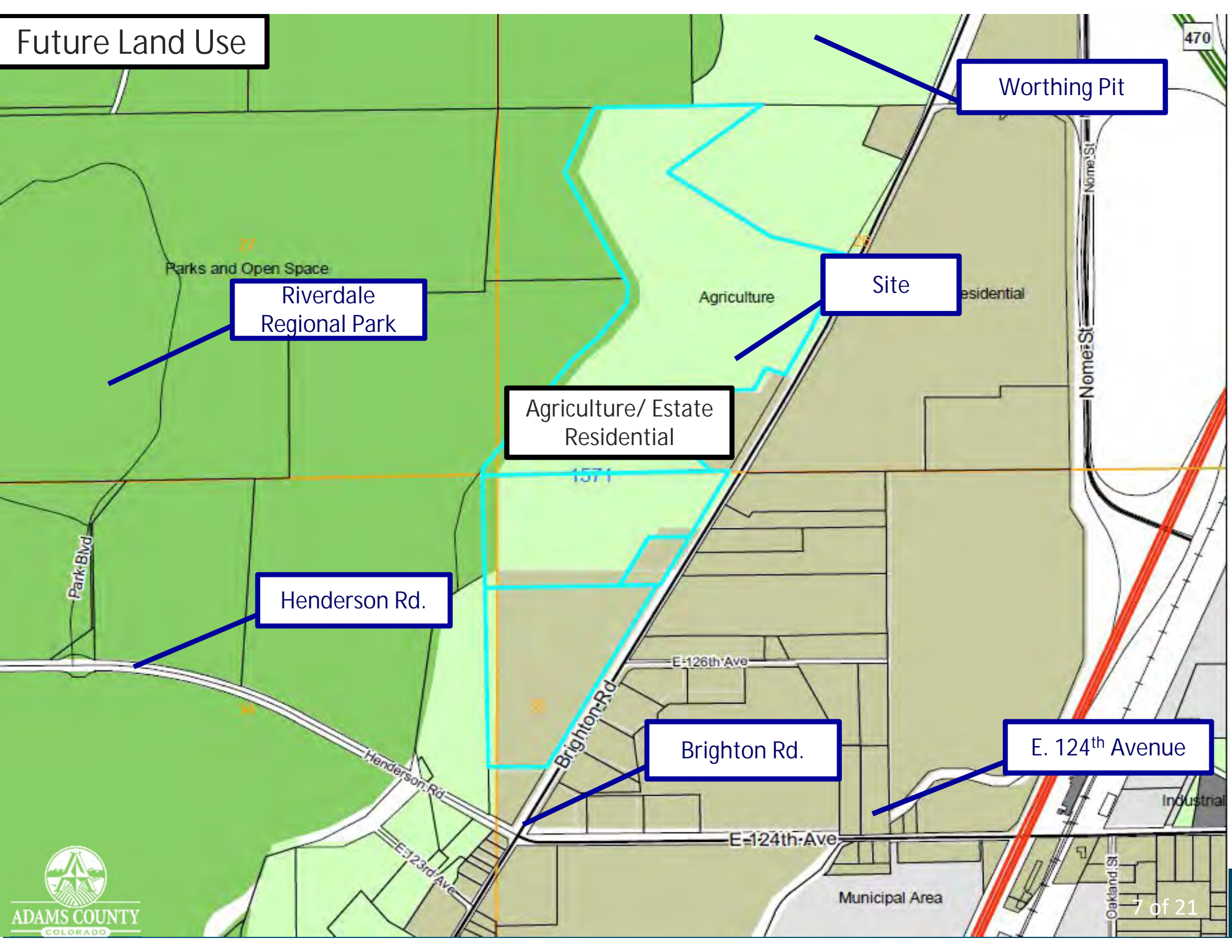




# Current Zoning



# Future Land Use



Riverdale Regional Park

Worthing Pit

Site

Agriculture/ Estate Residential

Henderson Rd.

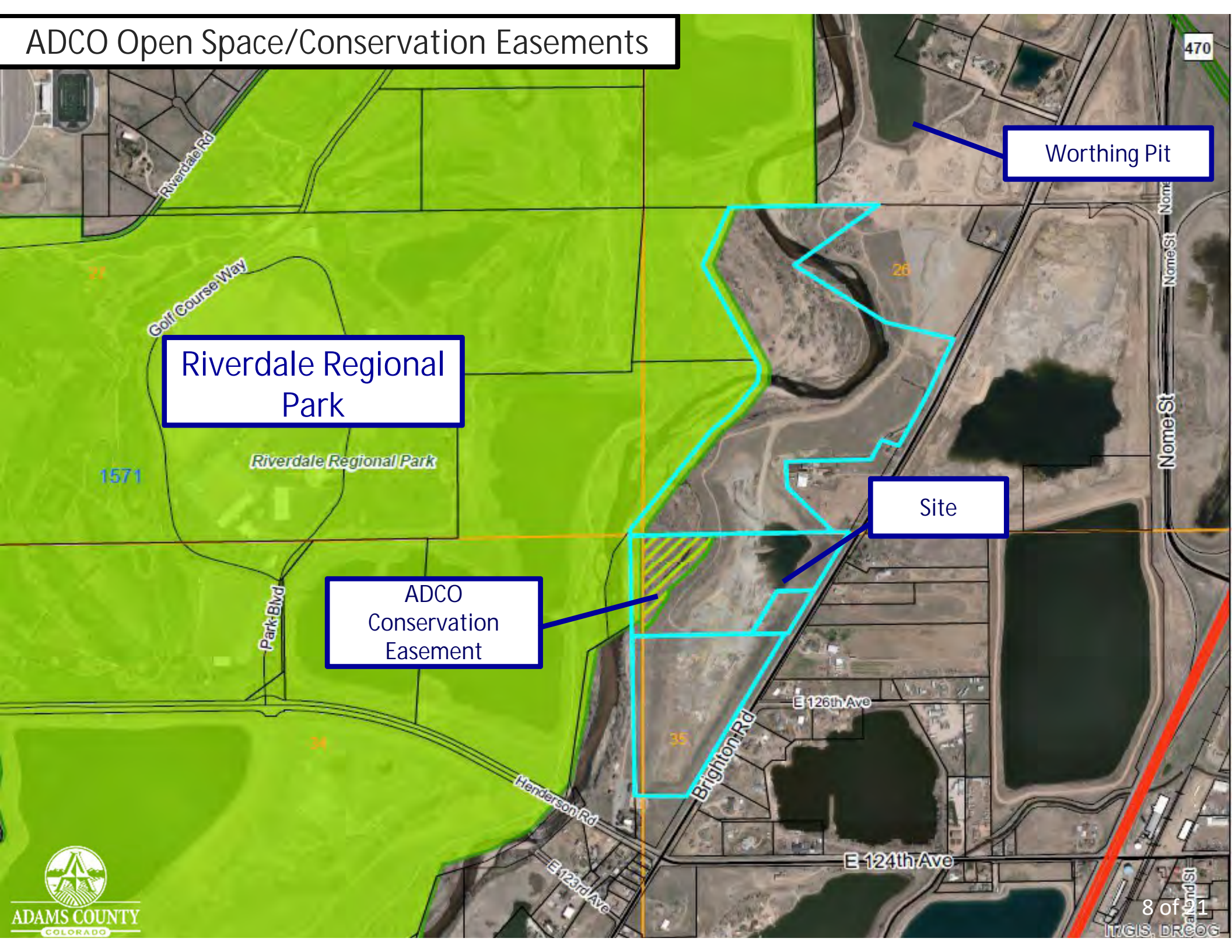
Brighton Rd.

E. 124<sup>th</sup> Avenue





# ADCO Open Space/Conservation Easements



Riverdale Regional Park

ADCO Conservation Easement

Site

Worthing Pit

# Criteria for Certificate of Designation

## Section 2-02-04-06

1. Acceptable use in the applicable zone district
2. Consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan
3. Complies with the requirements of these standards and regulations including, but not limited to, all applicable performance standards
4. Harmonious and Compatible to the surrounding properties and certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation
5. The certificate of designation has addressed all off-site impacts.

# Criteria for Certificate of Designation

## Section 2-02-04-06

6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.
8. The applicant has documented the ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise.
11. The site conforms to siting standards for the type of facility being proposed.



# Site Conditions





# Site Conditions





# Site Conditions





# Site Conditions





# Referral Comments

Notifications Sent*	#Comments Received
800	1

\*Property owners and occupants within 2,640 ft.

Public Comment: (1) Support - stating that there is a need for inert material space and the proposed use of the property will help to alleviate the housing shortages within Adams County.

Responding with initial Concern: N/A

Responding without Concern: Adams County Sheriff's Department, Brighton Fire and Rescue, CDOT, DWR, Lumen, RTD, SACWS, TCHD, United Power, Xcel Energy

# Summary

## Initial Review:

- impacts on the surrounding land uses
- access
- traffic impact
- conformance with requirements of these standards and regulations
- conformance with policies of the Adams County Comprehensive Plan.

# PC Update/Recommendation

EXG2022-00002; Stagecoach Inert Fill Certificate of Designation

## PC Update:

- May 12, 2022
- Planning Commission voted to forward the following nine out of eleven preliminary findings to the Board of County Commissioners.
  1. The proposed use is an acceptable use in the applicable zone district.
  2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
  3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.

# PC Update/Recommendation

EXG2022-00002; Stagecoach Inert Fill Certificate of Designation

4. The certificate of designation is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.
9. The site is accessible to Adams County residents and other potential users.
11. The site conforms to siting standards for the type of facility being proposed.



# PC Update/Recommendation

EXG2022-00002; Stagecoach Inert Fill Certificate of Designation

- Criteria of Approval Number 8 and 10 were omitted from the recommendation, however the Planning Commission did not take a stance on the criteria.
- No members of the public
- No major concerns- feasibility of building homes on the property in the future, the definition of inert materials, and the timeline of the project.

## **Recommendation:**

- Preliminary Findings-of-Fact in the form of Criteria of Approval

# Potential Findings-of-Fact

1. The proposed use is an acceptable use in the applicable zone district.
2. The certificate of designation is consistent with the purposes of these standards and regulations and meets the intent of the Adams County Comprehensive Plan.
3. The certificate of designation will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The certificate of designation is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the certificate of designation will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The certificate of designation has addressed all off-site impacts.
6. The site is suitable for the certificate of designation, including adequate usable space, adequate access, and absence of environmental constraints.
7. There is a need for the facility in the County.



# Potential Findings-of-Fact

8. The applicant has documented his ability to comply with the health standards and operating procedures as provided by the Colorado Department of Health, the Tri-County Health Department, and other relevant agencies.
9. The site is accessible to Adams County residents and other potential users.
10. The proposed facility will comply with all applicable laws and regulations relating to air pollution, water pollution, and noise. When standards do not exist for regulating emissions from a particular type of facility, the County will consider whether the facility may impact health and welfare of the community based upon specific facility design and operating procedures.
11. The site conforms to siting standards for the type of facility being proposed.



# Background

- PRJ2001-00060; Stagecoach Sand and Gravel Mine CUP for sand and gravel mining. Expiration: March 18, 2007
- RCU2006-00029; Stagecoach Pit Amendment No. 2 Extend the mining expiration date from March 18, 2007 to March 18, 2012.
- RCU2009-00003; Stagecoach/Worthing Pit
  - The request combined the pits and extended the expiration date for both CUPs to December 31, 2015.



COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT  
STAFF REPORT

**CASE NO.: RCU2021-00008**  
**CASE NAME: Rocky Mountain Hydrostatics**

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- 4.2 Referral Comments (Adams County Building Safety)
- 4.3 Referral Comments (Adams County Sheriff)
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- 6.6 Certificate of Posting



**COMMUNITY AND ECONOMIC DEVELOPMENT  
DEPARTMENT  
STAFF REPORT**

**Board of County Commissioners**

**June 14, 2022**

<b>CASE No.: RCU2021-00008</b>	<b>CASE NAME: Rocky Mountain Hydrostatics</b>
--------------------------------	-----------------------------------------------

Owner & Applicant's Name(s):	Bradley and Therese Zuercher
Applicant's Address & Location of Request:	25400 E. 152 <sup>nd</sup> Ave. Brighton, CO 80603
Nature of Request:	A conditional use permit to allow for continued operations of a previously permitted hydrostatic transmission equipment repair business.
Zone District:	A-3 Agricultural
Future Land Use:	Agriculture
Site Size:	40.151 acres
Proposed Use:	Residential with Accessory Business
Existing Use:	Residential with Accessory Business
Hearing Date(s):	<b>PC: May 12, 2022 6 pm</b> <b>BoCC: June 14, 2022 9:30 am</b>
Report Date:	May 18, 2022
Case Manager:	Ella Gleason
Staff Recommendation:	<b>Approval</b> with 8 Findings of Fact, 3 Conditions, & 1 Note

**SUMMARY OF PREVIOUS APPLICATIONS**

- On June 4, 2001 the Board of County Commissioners approved Case No. RCU2001-00023, for a conditional use permit for an agricultural equipment repair business in the A-3 Zone District.
- On August 16, 2006 the Board of County Commissioners approved Case No. RCU2006-00022, for a major amendment to an existing conditional use permit to allow an extension in time of five (5) years for the operation of an agriculture equipment repair business.
- On August 3, 2011 the Board of County Commissioners approved Case No. RCU2011-00011 for an additional major amendment to the existing conditional use permit to allow for an extension of ten (10) years to the original five (5) year extension. This was approved with the note that a new conditional use permit would be required when this approval expired on August 3, 2021.

## **SUMMARY OF APPLICATION**

### **Background**

The applicants, Bradley and Therese Zuercher, are requesting a conditional use permit for an agricultural equipment repair business in the A-3 zone district. The applicants received approval by the Board of County Commissioners on June 4, 2001 for a conditional use permit which has since expired. The applicants are seeking to continue the use of this agricultural equipment repair business.

The applicants own and operate Rocky Mountain Hydrostatics on the property. Rocky Mountain Hydrostatics repairs hydrostatic transmissions, which are used on agricultural equipment as well as other applications like well drills. This business has sixteen (16) full time employees, including the owners, and a parking spot is provided for each employee. No customers visit the site, and all pumps or motors are shipped to and from the site. The applicants estimate that they ship about five (5) pumps or motors each week. All materials and operations are kept indoors, and there are no commercial vehicles kept on the property.

### **Site Characteristics**

The subject site is located on the south side of East 152<sup>nd</sup> Avenue, between Harvest and Powhatan Roads. The subject property is approximately 40 acres. The site contains a single-family home and an outbuilding, which is used for the business. The outbuilding is 6,500 square feet in size. Both structures were built in 2002. In review of the site plan submitted for this application, staff noticed a storage container to the east of the outbuilding. Staff has spoken with the applicants, and they understand that a building permit will be required to place the storage container on a permanent foundation.

Based on information from the applicant, Rocky Mountain Hydrostatics has been in business since 1991. The applicant moved the business to Adams County in 2001, with the first conditional use permit approval. The applicant has been operating the business on the property for twenty years.

### **Development Standards and Regulations Requirements**

The property is zoned Agricultural-3 (A-3), which is intended to provide landholdings of 35 acres or greater for agriculture and pasturage. Per Section 3-07-01 of the Adams County Development Standards and Regulations, agricultural support business uses shall require a conditional use permit in the A-3 zone district. Section 2-02-09-06 of the County's Development Standards and Regulations outlines the criteria for approval of a conditional use permit. These include compliance with the County's Development Standards and Regulations, compatibility with the surrounding area, the request must be permitted in the zone district, and must address all off-site impacts. In addition, the proposed use is required to be harmonious with the character of the neighborhood, and must not be detrimental to the immediate area, or to the health, safety, or welfare of the inhabitants of the area and the County. The existing structures conform to all setback and height regulations within the A-3 zone district, as specified in Section 3-10-07 of the Development Standards.

### **Future Land Use Designation/Goals of the Comp-Plan for the Area**

The future land use designation on the property is Agriculture. Per Chapter 5 of the Adams County Comprehensive Plan, the Agriculture future land use designation is intended for land holdings of at least 35 acres, and for preservation of agricultural areas for long-term farming. The future land use areas designated for agriculture are also to conserve environmentally sensitive areas. The proposed use of an agricultural support business would support these kinds of land uses.

**Surrounding Zoning Designations and Existing Use Activity:**

<b>Northwest A-3 Green Valley Grange</b>	<b>North A-3 Agricultural</b>	<b>Northeast A-3 Single-Family Residential</b>
<b>West A-3 Single Family Residential</b>	<b>Subject Property A-3 Single-Family Residential &amp; Agricultural Support Business</b>	<b>East A-3 Single-Family Residential</b>
<b>Southwest A-3 Single-Family Residential</b>	<b>South A-3 Single-Family Residential</b>	<b>Southeast A-3 Agricultural</b>

**Compatibility with the Surrounding Land Uses:**

The surrounding properties to the site are all zoned Agricultural-3 (A-3). The surrounding properties are either used for agriculture or developed with very low density single-family residential uses. The subject request is compatible with the surrounding area and will not be likely to cause significant off-site impacts such as traffic, noise, or lighting to the surrounding properties. The applicants have been operating for the past twenty years at this property without any known complaints. In addition, the applicant has abided by all conditions from the previous cases.

**Staff Recommendations:**

Based upon the application, the criteria for approval of a conditional use permit, and a recent site visit, staff recommends approval of the request with 8 findings-of-fact, 3 conditions, and 1 note. Staff recommends a June 14, 2032 expiration date for the conditional use permit, which takes into consideration the applicant's operational history including compliance with previous conditional use permits.

**RECOMMENDED FINDINGS OF FACT**

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.

5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

**Recommended Conditions of Approval**

**Recommended Conditions:**

1. The conditional use permit shall expire on June 14, 2032.
2. No outside parking of any commercial vehicles, any vehicles in excess of 7,000 lb gross vehicle weight (GVW), shall be permitted.
3. Any development or use of this property shall not adversely impact the existing irrigation facilities (Denver-Hudson Canal).

**Recommended Notes to the Applicant:**

1. All applicable building, zoning, engineering, fire, and health codes shall be adhered to with this request.

**PUBLIC COMMENTS**

Notices Sent	Number of Responses
66	1

All property owners and addresses within 2,640 feet of this request were notified of this application. One public comment was received in support of the request. No comments were received in opposition.

**PC Update**

This case was heard at the Planning Commission (PC) on May 12, 2022, and the PC forwarded a recommendation of approval (7-0) with 8 Findings-of-Fact, 3 Conditions, and 1 Note to the Applicant. The PC had no concerns with the request. The Applicant was present and shared more details about the operation of their business. There were no members of the public to speak in support or opposition to this request.

## **REFERRAL AGENCY COMMENTS**

Staff sent the request to various referral agencies and there were no objections to the request.

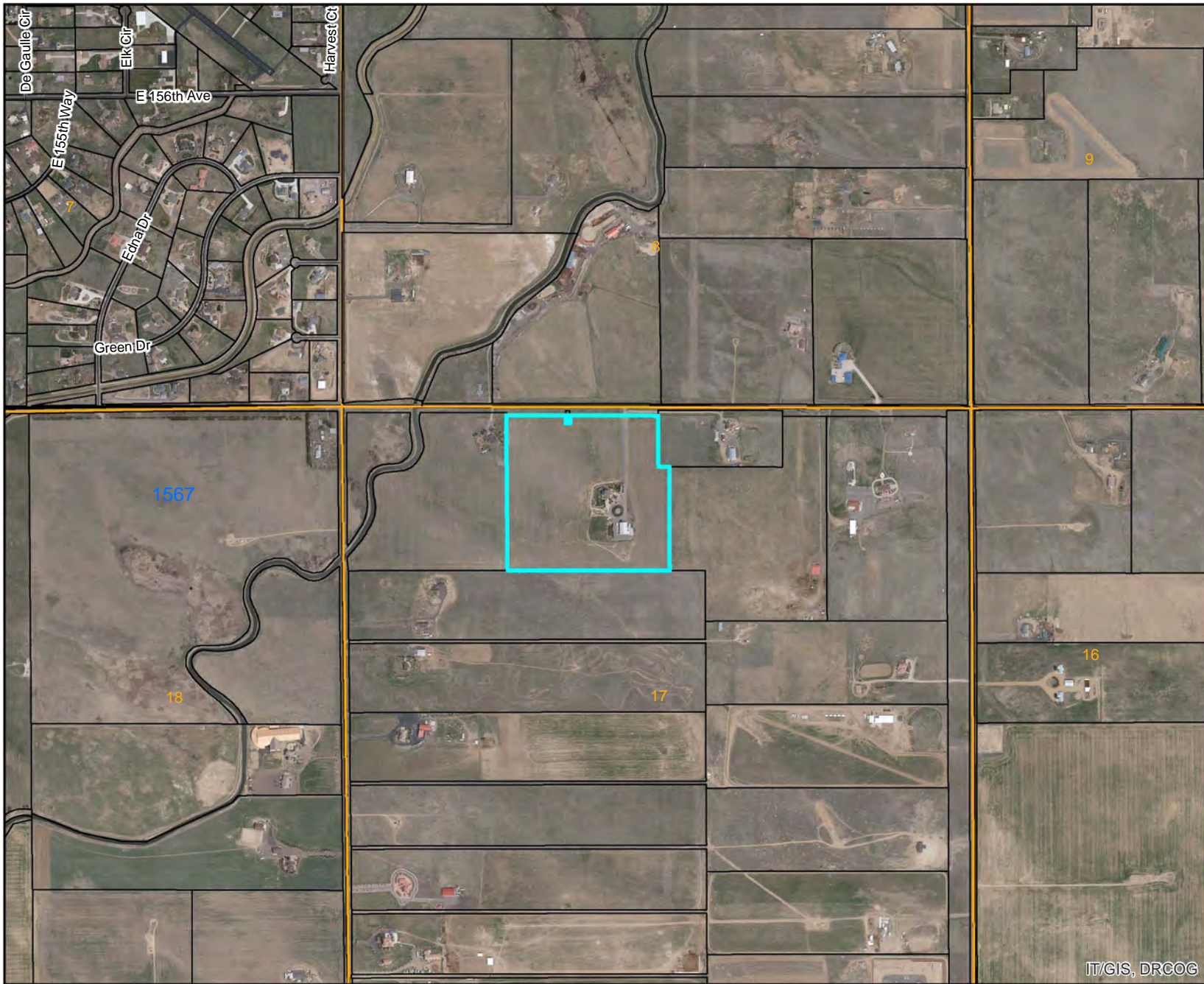
### **Responding without Concerns:**

27J Schools  
Adams County Sheriff  
Brighton Fire Rescue District  
Colorado Department of Public Health and Environment  
Colorado Department of Transportation  
Regional Transportation District  
Tri-County Health Department  
United Power  
Xcel Energy

### **Notified but not Responding / Considered a Favorable Response:**

Century Link  
City of Brighton Planning  
City of Brighton Water and Sanitation  
Colorado Division of Wildlife  
Comcast  
Metro Wastewater Reclamation  
Town of Lochbuie





**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections

**Zoning Districts**

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

IT/GIS, DRCOG

**RCU2021-00008**

**Aerial Map**

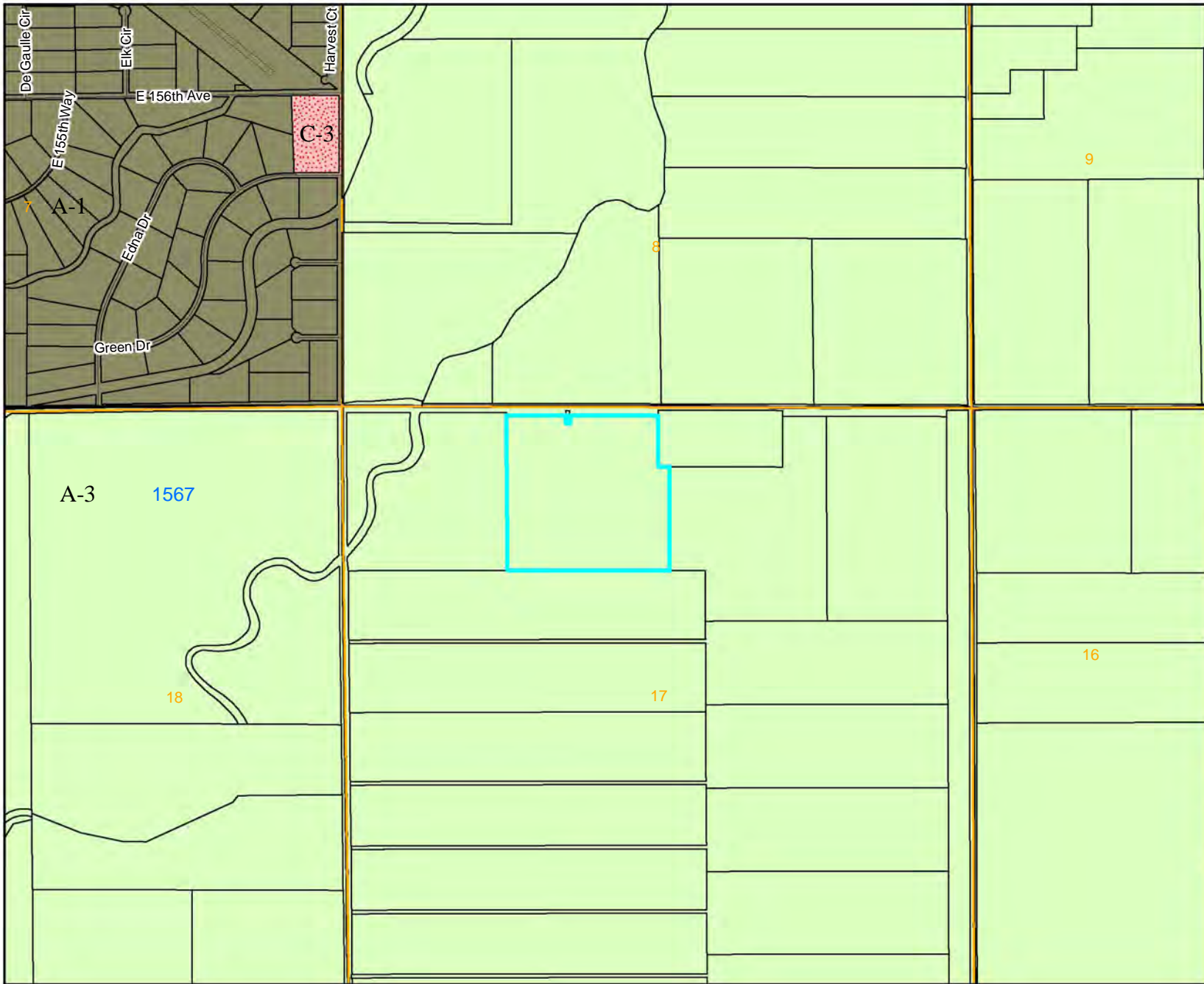


For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy





**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections

**Zoning Districts**

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

RCU2021-00008

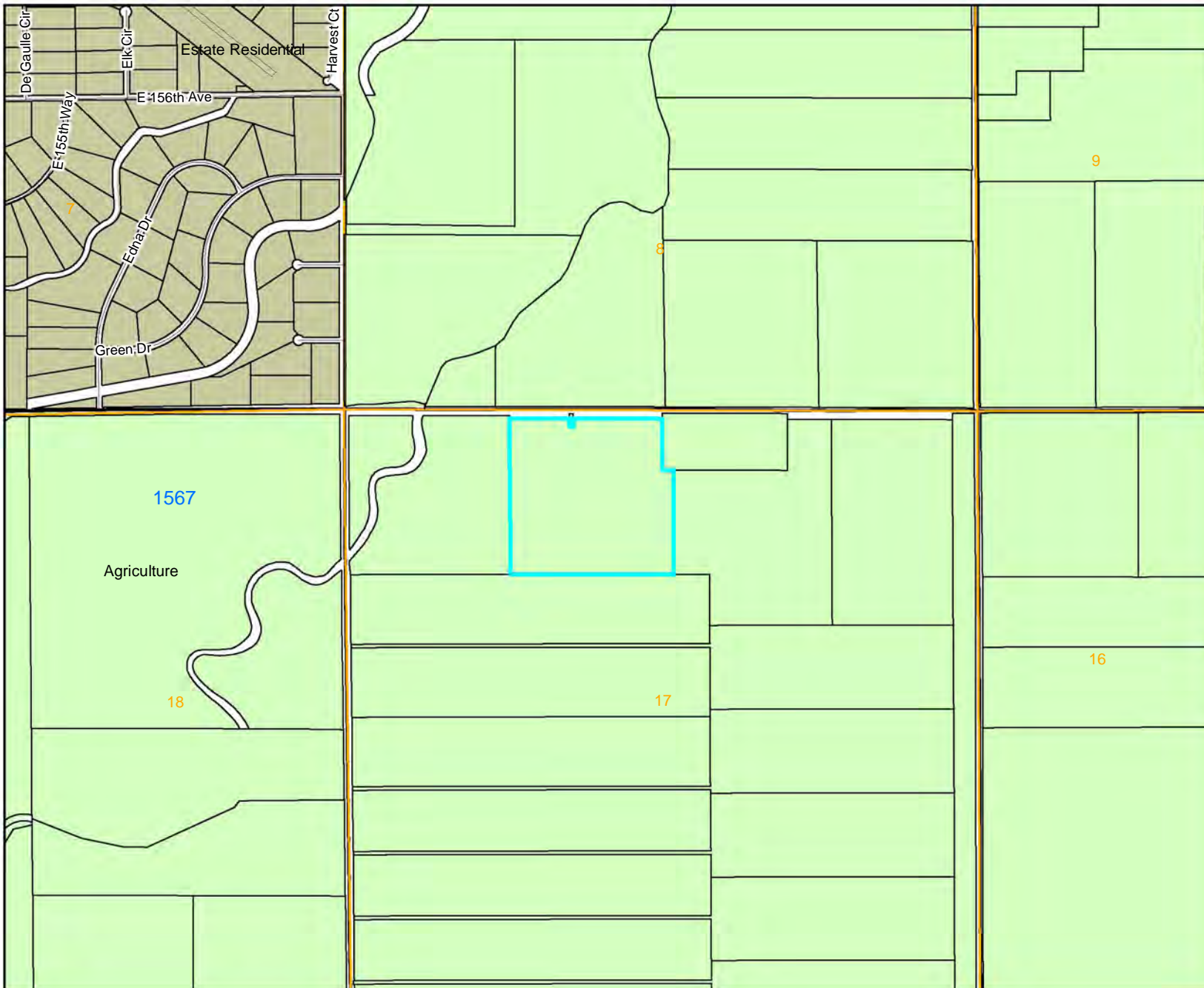
Zoning Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**Legend**

- Parcels
- Sections
- Townships
- Railroad

**Future Landuse 2012 (Rev2016)**

**Residential**

- Urban Residential
- Estate Residential

**Mixed Use**

- Local District Mixed Use
- Mixed Use Neighborhood
- Activity Center
- Mixed Use Employment

**Commercial/Industrial**

- Commercial
- Industrial

**Other**

- Agriculture
- DIA Reserve
- Parks and Open Space
- Public
- Municipal Area
- Surrounding Parcels

RCU2021-00008

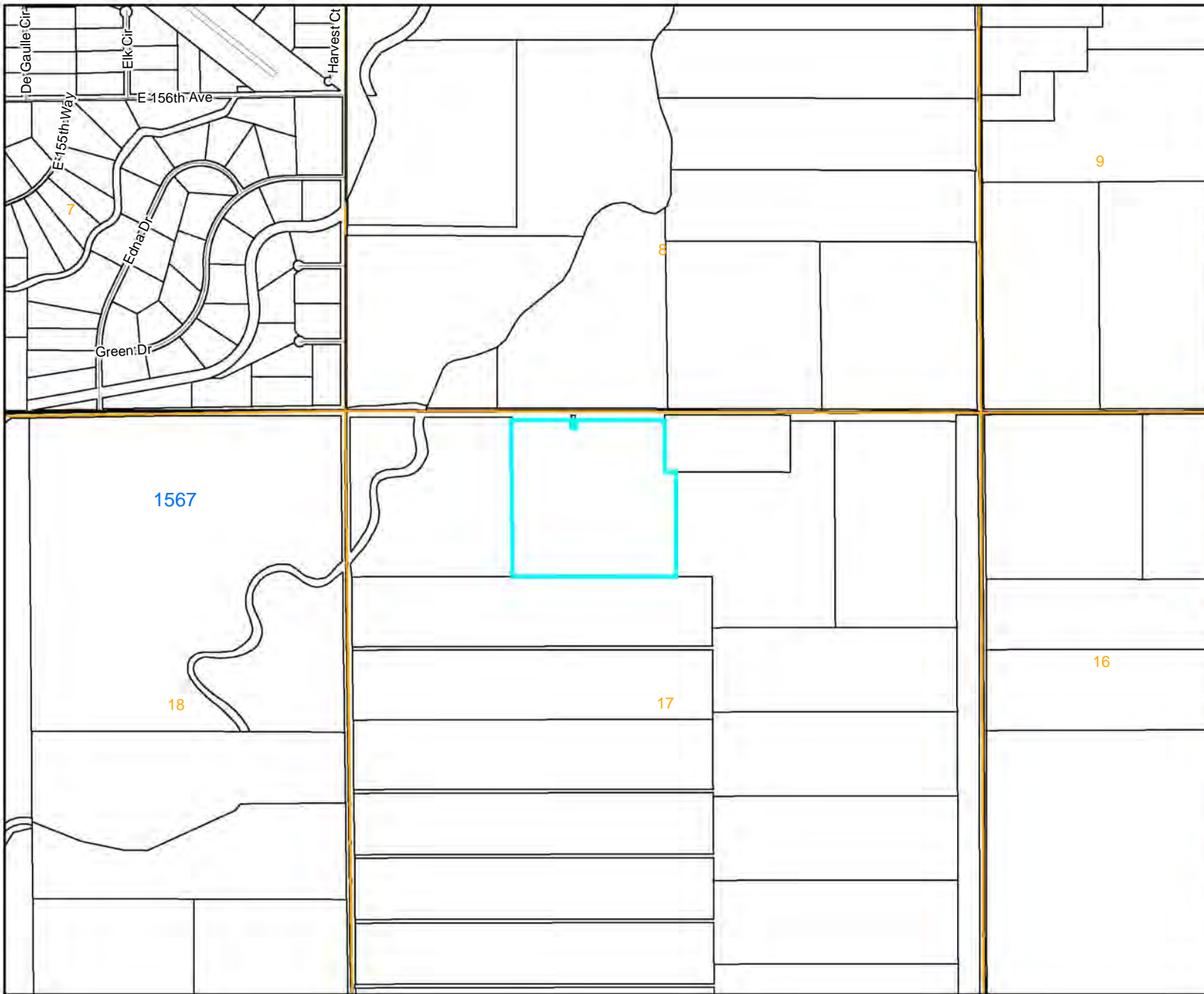
Future Land Use Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy



**Legend**

- Railroad
- Major Water
- Zoning Line
- Sections

**Zoning Districts**

- A-1
- A-2
- A-3
- R-E
- R-1-A
- R-1-C
- R-2
- R-3
- R-4
- M-H
- C-0
- C-1
- C-2
- C-3
- C-4
- C-5
- I-1
- I-2
- I-3
- CO
- PL
- AV
- DIA
- P-U-D
- P-U-D(P)
- Conditions

RCU2021-00008

Simple Map



For display purposes only.



This map is made possible by the Adams County GIS group, which assumes no responsibility for its accuracy

Written Explanation of the Project

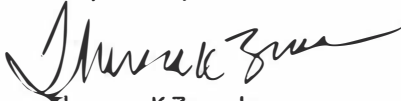
Re: Zuercher Conditional Use Permit – 25400 E 152<sup>nd</sup> Ave, Brighton, CO 80603

Rocky Mountain Hydrostatics has been in business since April, 1991. We moved the business to Adams County in 2001. We currently employ 16 full time employees. We have parking spots for every employee. We do not have customers come to our facility. All hydrostatic pumps/motors are shipped to us by various commercial carriers. We do not have any commercial signage at the street or on our building. We do not have any commercial vehicles with signage parked at the building.

We repair hydrostatic transmissions that are used on agricultural equipment as well as other applications, like well drills. I would estimate that we ship five pumps or motors each week. We do not have customer agricultural equipment at our facility. All hydrostatic pumps/motors are kept inside. No equipment is stored outside.

We maintain a very low profile. The business is located next to our home so it is very important for us to maintain a clean environment. We have been doing business in this location under Conditional Use Permits for 20 years and have never had a complaint. We are a small business that would like to continue doing business in Adams County.

Respectfully,



Therese K Zuercher  
Property Owner



# IMPROVEMENT LOCATION CERTIFICATE

A TRACT OF LAND, LOCATED IN THE NORTHWEST QUARTER OF SECTION 17,  
TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,  
COUNTY OF ADAMS, STATE OF COLORADO

SHEET 1 OF 1

## Parcel Description

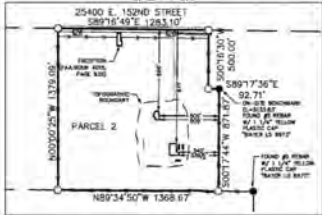
PREPARED BY THE CLIENT  
DEED RECORDED ON 07/24/2019 AT REC. NO. 201900028018

PAGES: 3

A PART OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF ADAMS, STATE OF COLORADO, DESCRIBED AS:  
BEGINNING AT THE NORTH ONE-QUARTER CORNER OF SAID SECTION 17, THENCE S00°16'30"W ALONG THE NORTH-SOUTH CENTERLINE OF SAID SECTION 17 A DISTANCE OF 500.00 FEET; THENCE S89°17'01"E A DISTANCE OF 82.71 FEET; THENCE S00°17'04"E A DISTANCE OF 474.42 FEET; THENCE N89°34'50"W A DISTANCE OF 1368.67 FEET TO A POINT 1368.67 FEET EAST OF THE WEST LINE OF SECTION 17; THENCE N89°02'20"W A DISTANCE OF 1728.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 17, THENCE S89°16'50"E ALONG SAID NORTH LINE A DISTANCE OF 1283.10 FEET TO THE POINT OF BEGINNING, EXCEPT THAT PART GRANTED TO THE FEDERAL AVIATION ADMINISTRATION IN DEED RECORDED JANUARY 20, 1983 IN BOOK 4053 AT PAGE 828, PURSUANT TO C.R.S. 38-35-106.5, THE ABOVE LEGAL DESCRIPTION WAS ESTABLISHED SET OUT BY R.W. BAYER & ASSOCIATES, INC., 3092 EAST 104TH AVENUE, 8200, THORNTON, CO 80223, COUNTY OF ADAMS, STATE OF COLORADO.

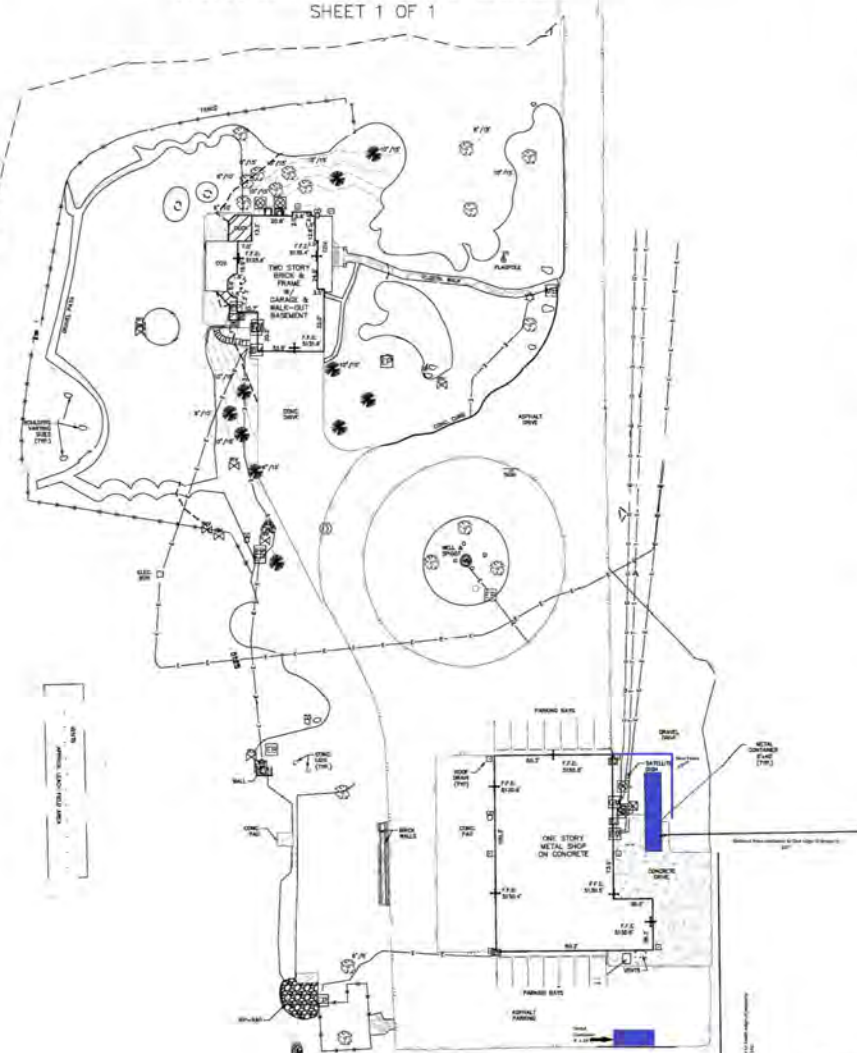
## Lot Overview

SCALE: 1" = 500'



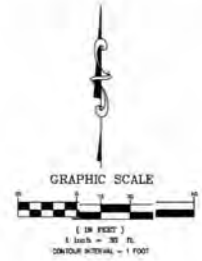
## Legend

- WATER VALVE
- FIRE DEPARTMENT CONNECTION
- WATER SPIGOT
- WELL
- IRRIGATION VALVE
- CLEANOUT
- ROOF DRAIN
- AREA DRAIN
- GAS LINE
- GAS METER
- ELECTRIC LINE
- ELECTRIC METER
- ELECTRICAL PANEL
- ELECTRICAL JUNCTION BOX
- ELECTRIC VAULT
- TELEPHONE LINE
- TELEPHONE RISER
- FIBEROPTIC LINE
- CABLE/FIBEROPTIC VAULT
- TRANSFORMER
- AIR CONDITIONER UNIT
- DECORATIVE LIGHT
- LOCATION OF FINISHED FLOOR ELEVATION



## Notes

1. THIS CERTIFICATE WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR EASEMENTS AND RIGHTS-OF-WAY DISCOVERED IN THE COURSE OF OUR INVESTIGATION ARE SHOWN HEREON. EASEMENTS SUCH AS UNRECORDED EASEMENTS MAY NOT HAVE BEEN DISCOVERED IN OUR SEARCH AND MAY AFFECT THE SUBJECT PROPERTY. IT IS RECOMMENDED THAT THE CLIENT OBTAIN A CURRENT TITLE COMMITMENT OR EASEMENT TO FURTHER AD IN RESEARCHING EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS CERTIFICATE WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS EXHIBIT BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS CERTIFICATE WAS PREPARED FOR THE EXCLUSIVE USE OF BRADLEY & THERESE ZUBRISCHER, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
4. THIS CERTIFICATE IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
5. ONLY SURFACE EVIDENCE OF UTILITIES VISIBLE AT THE TIME OF THE FIELDWORK IS SHOWN HEREON. ALL UNDERGROUND UTILITIES MUST BE FIELD LOCATED BY THE APPROPRIATE AGENCY OR UTILITY COMPANY PRIOR TO ANY EXCAVATION, PURSUANT TO C.R.S. SEC. 9-1.5-103.
6. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
7. THE CONTOURS REPRESENTED HEREON WERE INTERPOLATED BY AUTOCAD CIVIL 3D (DIGITAL TERRAIN MODELING) SOFTWARE BETWEEN ACTUAL MEASURED SPOT ELEVATIONS. DEPENDING ON THE DISTANCE FROM A MEASURED SPOT ELEVATION AND LOCAL VARIATIONS IN TOPOGRAPHY, THE CONTOUR SHOWN MAY NOT BE AN EXACT REPRESENTATION OF THE SITE TOPOGRAPHY. THE PURPOSE OF THIS TOPOGRAPHIC MAP IS FOR SITE EVALUATION AND TO SHOW SURFACE DRAINAGE FEATURES. ADDITIONAL TOPOGRAPHIC OBSERVATIONS MAY BE NECESSARY IN SPECIFIC AREAS OF DESIGN. TOPOGRAPHY SHOWN HEREON COMPLES WITH NATIONAL MAP ACCURACY STANDARDS.
8. A GPS DERIVED ELEVATION WAS ESTABLISHED AT AN ON-SITE BENCHMARK AT THE NORTHEAST CORNER OF THE SITE, BEING A 80 REBAR WITH A YELLOW PLASTIC CAP WITH AN ELEVATION OF 5133.83 FEET. A CHECK SHOT, 0.1", WAS TAKEN ON AN NGS BENCHMARK DESIGNATED 5-82 WITH A PUBLISHED ELEVATION OF 5079.70 FEET (NAD 1983). NO DIFFERENTIAL LEVELING WAS PERFORMED TO ESTABLISH THIS ELEVATION.
9. DATES OF FIELDWORK: OCTOBER 2, 2020 (CREW CHIEF T. HOLDEN)
10. BOUNDARY DETERMINATION IS NOT A PART OF THIS CERTIFICATE. THIS IS NOT A "LAND SURVEY PLAT" OR "IMPROVEMENT SURVEY PLAT" AND THIS CERTIFICATE IS NOT INTENDED FOR PURPOSES OF TRANSFER OF TITLE OR SUBDIVISIONS OF LAND. IF IT IS NOT USED FOR THIS PURPOSE, THE ESTABLISHMENT OF A FENCE, BUILDING OR OTHER FUTURE IMPROVEMENT LINES.
11. THE FENCES ARE NOT COINCIDENT WITH THE LOT LINES AS SHOWN HEREON.



## Surveyor's Statement

I, JOHN B. GUYTON, A LAND SURVEYOR LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRON, INC. TO BRADLEY & THERESE ZUBRISCHER, THAT THIS TOPOGRAPHIC EXHIBIT WAS PREPARED BY ME OR UNDER MY RESPONSIBLE CHARGE; THAT SAID EXHIBIT AND THE RELATIVE ELEVATIONS SHOWN HEREON ARE ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF.

JOHN B. GUYTON, COLORADO P.L.S. #15406  
CHAIRMAN, FLATIRON, INC.

<p>DATE: 10/02/2020</p> <p>BRADLEY &amp; THERESE ZUBRISCHER</p> <p>IMPROVEMENT LOCATION CERTIFICATE</p> <p>PREPARED FOR: BRADLEY &amp; THERESE ZUBRISCHER</p> <p>CONTRACT: 2020-75-449</p>	<p>FLATIRON, INC.</p> <p>Land Surveying Services</p> <p>www.FlatironInc.com</p> <p>800 FORTY-FOUR AVENUE, SUITE 300 LONGMONT, COLORADO 80501 PH: (303) 778-1232 FAX: (303) 778-1233</p> <p>3025 IRIS AVENUE, SUITE 300 DOWD, COLORADO 80621 PH: (303) 442-7001 FAX: (303) 442-7002</p> <p>5000 W. 104TH AVENUE, SUITE 300 DENVER, COLORADO 80231 PH: (303) 442-1000 FAX: (303) 442-1001</p>
<p>JOB NUMBER: 20-75-449</p> <p>DATE: 10-02-2020</p> <p>DRAWN BY: M. AGUIRRE</p> <p>CHECKED BY: SB</p> <p>SHEET 1 OF 1</p>	



## Development Review Team Comments

**Date:** 5/5/2022

**Project Number:** RCU2021-00008

**Project Name:** Rocky Mountain Hydrostatics

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**Commenting Division:** Plan Coordination 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 04/07/2022

**Email:** gjbarnes@adcogov.org

**Pending Public Hearing**

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**Commenting Division:** Planner Review 2nd Review

**Name of Reviewer:** Greg Barnes

**Date:** 04/07/2022

**Email:** gjbarnes@adcogov.org

**Complete**

No further comments

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**Commenting Division:** Application Intake 2nd Review

**Name of Reviewer:** Amanda Buesgens

**Date:** 02/24/2022

**Email:**

**Complete**

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**Commenting Division:** Development Engineering Review

**Name of Reviewer:** Eden Steele

**Date:** 05/19/2021

**Email:**

**Resubmittal Required**

ENG1: The private access road between 25400 and 25500 E 152nd Ave must be removed from the County right-of-way. The area must be revegetated with natural grasses. Private roads must be placed on private property.

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**Commenting Division:** Planner Review

**Name of Reviewer:** Alan Sielaff

**Date:** 05/13/2021

**Email:**

**Resubmittal Required**

Separate comment letter to be provided

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**Commenting Division:** CDPHE Review

**Name of Reviewer:** Alan Sielaff

**Date:** 05/13/2021

**Email:**

**Comment**

Comment email provided

---

**Commenting Division:** Brighton Fire Review

**Name of Reviewer:** Alan Sielaff

**Date:** 05/13/2021

**Email:**

**Comment**

Email comment provided

---

**Commenting Division:** Tri-County Review

**Name of Reviewer:** Alan Sielaff

**Date:** 05/13/2021

**Email:**

**Resubmittal Required**

Comment letter provided

---

---

**Commenting Division:** ROW Review

**Name of Reviewer:** David Dittmer

**Date:** 04/28/2021

**Email:**

**Complete**

---

**Commenting Division:** Addressing Review

**Name of Reviewer:** David Dittmer

**Date:** 04/28/2021

**Email:**

**Complete**

No address change for CUP

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BOARD OF COUNTY COMMISSIONERS

**Eva J. Henry**  
DISTRICT 1

**Charles "Chaz" Tedesco**  
DISTRICT 2

**Emma Pinter**  
DISTRICT 3

**Steve O'Dorisio**  
DISTRICT 4

**Lynn Baca**  
DISTRICT 5





## Development Review Team Comments

**Date: May 18, 2021**

**Project Number: RCU2021-00008**

**Project Name: Rocky Mountain Hydrostatics**

Due to the ongoing COVID-19 pandemic, all land use applications and resubmittals are to be delivered electronically to [epermitcenter@adcogov.org](mailto:epermitcenter@adcogov.org). For additional information on department operations, please visit <http://www.adcogov.org/CED>.

Please note where "Section" or "DSR" is referenced, please refer to the appropriate section of the Adams County Development Standards and Regulations. These can be viewed online here: <http://www.adcogov.org/development-standards-regulations>.

Land Use and Development Applications can be accessed here: <http://www.adcogov.org/current-planning-application-packets>

**Commenting Division: Planning Review**

**Name of Reviewer: Alan Sielaff, Planner II**

**Email: [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) / 720-523-6817**

**Review Status: Resubmittal Required**

PLN01: Conditional Use Permit (CUP) request summary - Renewal of permit for a hydrostatic transmission equipment repair business for pumps and motors for agricultural equipment and other applications such as well drills. Business was originally approved as an Agricultural Support Business at the current location in 2001 and renewed in 2006 and 2011 and currently set to expire 8/03/21. Application materials and permit history (BDP20-3888) indicate 1-2 metal storage containers are proposed to be added to site and the number of employees is increasing from 13 to 16 compared to the previous approval, while operations and overall volume service, approximately 5 pieces of equipment per week, will otherwise remain the same.

PLN02: Existing site information:

1. Location: 25400 E. 152<sup>nd</sup> Ave., parcel # 0156717200002
2. Subdivision: None
3. Size: 40.151 acres
4. Zoning: Agriculture-3 (A-3)
5. Future Land Use Designation: Agriculture
6. Existing use: 2-story single-family residential, 6,500 sq. ft. accessory metal shop outbuilding
7. Previous approval: RCU2011-00011 approved with 3 conditions of approval summarized as follows;

1. The Conditional Use Permit shall expire on August 3, 2021 at which time; the applicant may reapply for a new Conditional Use Permit.
2. No outside parking of any commercial vehicles shall be permitted.
3. Any development or use of this property shall not adversely impact the existing irrigation facilities (Denver-Hudson Canal).

PLN03: Process – existing approval is due to expire on Aug. 3, 2021. A full Conditional Use Permit (CUP) review and approval process is required. CUPs require a public hearing with the Planning Commission and Board of County Commissioners. Hearing will be scheduled once all staff comments responses are reviewed and addressed as necessary.

PLN04: Land use – Agricultural Support Business and Service Uses

1. Definition found in Section 11-02-23 of the Adams County Development Standards and Regulations (DSR). This use category includes business or commercial uses operated primarily for the support of agricultural needs, which may consist of products, materials, and equipment servicing and sales; storage or processing of agricultural products or animals; veterinary services; or technical support services. Examples include, but are not limited to, farm machinery sales and service, farm supply sales, and underground fuel storage for use on the property.

PLN05: Use-Specific Performance Standards – Farm Machinery Sales and Service

1. Maximum Lot Coverage: The maximum lot coverage allowed is 80%.
  - a. Review: Site falls well under 80% threshold.
2. Display Area Setback: The display area shall be set back a minimum of fifteen (15) feet from the road right-of-way and ten (10) feet from all other property lines.
  - a. Review: Not applicable – no sales or retail associated with use. No customers visit site.
3. Indoor Activities: All repair, parts storage, and work activities shall take place within a completely enclosed structure or screen yard enclosed by a six (6) foot high solid screen fence or wall.
  - a. Review: All repair operations take place within 6,500 sq. ft. metal outbuilding. Additional screening of container storage buildings is encouraged.
4. Storage of Vehicles: All storage of vehicles awaiting repair shall be within the enclosed structure or within a compound yard enclosed by a six (6) foot high solid screen fence or wall, except for driveway openings.
  - a. Review: Not applicable – all equipment repair takes place indoors. No outdoor storage is associated with business.

PLN06: Metal container storage proposed for site will require a building permit as a permanent structure. Review of previously applied for permit # BDP20-3888 held up due to requirement to amend/update the approved CUP. If this application is approved, applicant will be able to complete the building permit process. Applicant should contact the E-Permit Center to ensure permit remains active and does not expire in order to avoid having to pay new permit application fees. These containers will need to be approved as permanent buildings as storage containers are considered outdoor storage and not allowed in agricultural zones.

PLN07: Site Plan – Please provide an updated site plan labeling the distance of the proposed storage containers to adjacent property lines. Please also include setback measurements of existing metal outbuilding to adjacent property lines as well.

PLN08: It appears there is an informal access road connecting this property to the property to the east at 25500 E. 152<sup>nd</sup> Ave. under common ownership. County maps show a portion of this access is within the County right-of-way. This will need to be removed. Additionally, presence of access indicates traffic flow between the two properties. Please indicate if any business operations are conducted on this adjacent site, and if so, it will need to be added to the CUP request. Site plan, operations narrative, and application materials all should be updated to reflect if this is the case.

PLN09: Parking – provided site plan appears to show 12 parking spaces. Please respond to confirm if this is sufficient for 16 employees. Do any employees carpool, or are shifts alternated? If additional parking exists please update site plan.

PLN10: Landscaping/Screening – the site is zoned Agricultural and approved CUP characterizes the business as an Agricultural Support Business which is exempt from landscaping requirements. Staff recommends applicant consider addition of landscaping trees/shrubs and fence screening in the vicinity of the outbuilding and proposed storage container building as would be expected of other commercial and light industrial uses in the County.

PLN11: Property is within the Airport Noise Overlay – an Aircraft Activity Covenant with Disclosure must be signed and recorded on the property (or may already have in conjunction with original development of the site – you can search County records here: <https://www.adcogov.org/records-search>). This document has been uploaded to the case materials for the permit. Proof of recordation must be provided once completed.

PLN12: Property is located in the Airport Height Overlay – FAA review is required for all new structures. Applicant may access FAA review through this link: <https://oeaaa.faa.gov/oeaaa/external/portal.jsp>. Please submit proof structure has been submitted for FAA review and a determination of no hazard to air navigation has been made. FAA review is estimated between 2 – 8 weeks. This can be done at time of building permit but is recommended to begin the process now.

PLN13: Comprehensive Plan Review

1. Future land use designation for site is Agriculture. The areas that have been identified as agricultural are those that are not expected to develop, except for limited areas of very low density residential at densities of 1 dwelling per 35 acres, for the foreseeable future. These areas are typically characterized by a lack of urban services.
2. Review – Use is classified as an Agricultural Support Business and considered compatible as long as the business remains accessory to the residential/agricultural primary use of the property.
3. The County is currently undertaking additional corridor planning efforts as part of the Comprehensive Plan update and associated Transportation Plan updates. Please visit <https://www.adcogov.org/advancing-adams> for more information.

PLN14: Conditional Use Permit approval criteria – Please review and acknowledge. These will be the approving criteria utilized by the Planning Commission and Board of County Commissioners.

2-02-09-06 CRITERIA FOR APPROVAL - The Planning Commission, in making their recommendation, and the Board of County Commissioners, in approving a conditional use permit, shall find:

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations including, but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County. In making this determination, the Planning Commission and the Board of County Commissioners shall find, at a minimum, that the conditional use will not result in excessive traffic generation, noise, vibration, dust, glare, heat, smoke, fumes, gas, odors, or inappropriate hours of operation.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

**Commenting Division:** External Agency (EA) Referral Review

**Review Status:** Resubmittal Required

EA1: The following external agencies responded with a separate comment letter or email which will be provided in the following pages: Adams County Sheriff's Office (ACSO), Brighton Fire Rescue District (BFRD), Brighton School District 27J, Colorado Department of Health and Environment (CDPHE), Colorado Department of Transportation (CDOT), Regional Transportation District (RTD), Tri-County Health Department (TCHD), United Power, and Xcel Energy.

1. TCHD has requested the Use Permit for the property's on-site wastewater treatments system (OWTS) be updated and approved. Please include updated approval with resubmittal.
2. BFRD has requested confirmation the address of the site is visible at the entrance to the property to ensure crews can identify the site if needed.

EA2: Referral agency comments generally are described in the staff report and may be recommended conditions or notes of approval for the applicant to adhere to if the development application is approved. If additional referral agency comments are received following this letter staff will forward to the applicant to respond in next submittal.

**Commenting Division: Public Comment**  
**Review Status: Ongoing**

PC1: As of the date of this comment letter, 1 public comments have been received. Public comment will continue to be accepted moving forward and all comments will be included in appendices to the staff report provided to the Planning Commission and Board of County Commissioners once public hearings are scheduled. It is recommended to provide a response to individual public comments or evidence of direct outreach if any public comment is received.

**From:** [Justin Blair](#)  
**To:** [Alan Sielaff](#)  
**Subject:** RE: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Thursday, May 13, 2021 2:28:58 PM

---

Hi Alan,

The only thing I would say is that in order to make this a permanent structure, they need to follow through with their application for the connex.

Justin R. Blair, CBO  
Chief Building Official  
*Community and Economic Development*  
ADAMS COUNTY, COLORADO  
4430 S. Adams County Parkway, W2000B  
Brighton, CO 80601  
o: 720.523.6843 | [jblair@adcogov.org](mailto:jblair@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

*My office hours: Monday through Friday 8 a.m. to 4:30 p.m.*  
*County operating hours: Tuesday through Friday, 7 a.m. to 5:30 p.m.*  
*For information related to the County's response and recovery related to COVID-19: [Find community resources and updates here.](#)*

---

**From:** Alan Sielaff <[ASielaff@adcogov.org](mailto:ASielaff@adcogov.org)>  
**Sent:** Thursday, May 13, 2021 10:49 AM  
**To:** Justin Blair <[jblair@adcogov.org](mailto:jblair@adcogov.org)>  
**Subject:** FW: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics

Hi Justin, I wanted to double check with you on this conditional use permit request. It looks like they previously applied for a building permit for a connex box storage building, BDP20-3888, and it's been flagged as resubmittal required in part due to the zoning process. If there's anything in particular you can think of to remind them of or stress at this time let me know and I'll include them in our first set of comments. It will need it to be a permanent structure I believe, otherwise we'd call it outside storage which isn't permitted above the height of a required screen fence, which may not be possible for a connex box. I'm going to ask they clarify their intent with a resubmittal.

Thanks,

**Alan Sielaff**  
Planner II, Development Services  
*Community & Economic Development Dept.*  
P: 720.523.6817 | [asielaff@adcogov.org](mailto:asielaff@adcogov.org)

---

**From:** Alan Sielaff

**Sent:** Thursday, April 22, 2021 9:14 AM

**To:** Alan Sielaff <[ASielaff@adcogov.org](mailto:ASielaff@adcogov.org)>

**Subject:** Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics

Greetings,

The Adams County Planning Commission is requesting comments on the following application: **Conditional Use Permit renewal for a hydrostatic transmission equipment repair business.** This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information:           BRADLEY & THERESE ZUERCHER  
                                          25400 E 152ND AVE  
                                          BRIGHTON, CO 806038326

Please forward any written comments on this application to me at to [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) by **May 14, 2021**, in order that your comments may be taken into consideration in the review of this case. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

**Alan Sielaff, AICP**

Planner II, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO

4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A

Brighton, CO 80601

P: 720.523.6817 | Department: 720.523.6800

[asielaff@adcogov.org](mailto:asielaff@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

*Department operating are hours Tuesday through Friday, 7 a.m. to 5:30 p.m. [more information is available on our website](#). [Access Adams Online](#) to take care of many services remotely, and find other [department schedules and information here](#).*

**From:** [Rick Reigenborn](#)  
**To:** [Alan Sielaff](#)  
**Subject:** Re: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Thursday, April 22, 2021 9:20:31 AM

---

The Sheriff's Office has no issue with this request.

Sheriff Rick Reigenborn

Sent from a mobile device and could contain spelling or grammatical errors due to auto correct.

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**From:** Alan Sielaff <ASielaff@adcogov.org>  
**Sent:** Thursday, April 22, 2021 9:13:52 AM  
**To:** Alan Sielaff <ASielaff@adcogov.org>  
**Subject:** Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics

Greetings,

The Adams County Planning Commission is requesting comments on the following application: **Conditional Use Permit renewal for a hydrostatic transmission equipment repair business**. This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information:           BRADLEY & THERESE ZUERCHER  
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                                          BRIGHTON, CO 806038326

Please forward any written comments on this application to me at to [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) by **May 14, 2021**, in order that your comments may be taken into consideration in the review of this case. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.



**Alan Sielaff, AICP**  
Planner II, *Community & Economic Development Department*  
ADAMS COUNTY, COLORADO  
4430 S. Adams County Parkway, 1<sup>st</sup> Floor, Suite W2000A  
Brighton, CO 80601  
P: 720.523.6817 | Department: 720.523.6800  
[asielaff@adcogov.org](mailto:asielaff@adcogov.org) | [www.adcogov.org](http://www.adcogov.org)

Department operating are hours Tuesday through Friday, 7 a.m. to 5:30 p.m. [more information is available on our website](#). [Access Adams Online](#) to take care of many services remotely, and find other [department schedules and information here](#).



**From:** [BFR Plan Reviews](#)  
**To:** [Alan Sielaff](#)  
**Subject:** RE: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Friday, April 23, 2021 9:12:39 AM  
**Attachments:** [image002.png](#)

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Please be cautious: This email was sent from outside Adams County

Hello Alan,

The only comments the Fire Marshal has would be to make sure that since there is not signage on the building that there is a mailbox or something at the road that shows the address in case of emergencies within the business. This just ensure that our crews can identify the location if needed. Please let us know if there are any questions.

Thank you



**Julie Sovizdraniouk**

Administrative Assistant  
Brighton Fire Rescue District  
500 S. 4<sup>th</sup> Ave – 3<sup>rd</sup> Floor  
Brighton CO 80601  
Office: 303.654.8016  
[www.brightonfire.org](http://www.brightonfire.org)

---

**From:** Alan Sielaff <ASielaff@adcogov.org>  
**Sent:** Thursday, April 22, 2021 9:14 AM  
**To:** Alan Sielaff <ASielaff@adcogov.org>  
**Subject:** Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics

Greetings,

The Adams County Planning Commission is requesting comments on the following application: **Conditional Use Permit renewal for a hydrostatic transmission equipment repair business.** This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information:           BRADLEY & THERESE ZUERCHER  
                                          25400 E 152ND AVE  
                                          BRIGHTON, CO 806038326

Please forward any written comments on this application to me at to [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) by **May 14, 2021**, in order that your comments may be taken into consideration in the review of this case. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

**From:** [Kerrie Monti](#)  
**To:** [Alan Sielaff](#)  
**Subject:** Re: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Wednesday, May 5, 2021 3:19:59 PM

---

Please be cautious: This email was sent from outside Adams County

We have no objection to this case and, as always, appreciate that you asked!

*Kerrie Monti*  
*Planning Manager*



1850 Egbert Street, Suite 140, Brighton, CO  
80601  
T 303.655.2984 F 303.655.2805  
[kmonti@sd27j.net](mailto:kmonti@sd27j.net)  
[www.sd27j.org](http://www.sd27j.org)

On Thu, Apr 22, 2021 at 9:13 AM Alan Sielaff <[ASielaff@adcogov.org](mailto:ASielaff@adcogov.org)> wrote:

Greetings,

The Adams County Planning Commission is requesting comments on the following application: **Conditional Use Permit renewal for a hydrostatic transmission equipment repair business**. This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information:           BRADLEY & THERESE ZUERCHER  
  
                                          25400 E 152ND AVE  
  
                                          BRIGHTON, CO 806038326

Please forward any written comments on this application to me at to [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) by **May 14, 2021**, in order that your comments may be taken into consideration in the review of this case. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County web

**From:** [Loeffler - CDOT, Steven](#)  
**To:** [Alan Sielaff](#)  
**Subject:** Re: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Friday, May 14, 2021 6:55:46 AM

---

Please be cautious: This email was sent from outside Adams County

Alan,

I have reviewed this referral for a CUP renewal for a hydrostatic transmission equipment repair business located at 25400 E.152nd Ave and have no objections. This is off of the state highway system.

Thank you for the opportunity to review this referral.

**Steve Loeffler**  
Permits Unit- Region 1



P 303.757.9891 | F 303.757.9053  
2829 W. Howard Pl. 2nd Floor, Denver, CO 80204  
[steven.loeffler@state.co.us](mailto:steven.loeffler@state.co.us) | [www.codot.gov](http://www.codot.gov) | [www.cotrip.org](http://www.cotrip.org)

On Thu, Apr 22, 2021 at 9:14 AM Alan Sielaff <[ASielaff@adcogov.org](mailto:ASielaff@adcogov.org)> wrote:

Greetings,

The Adams County Planning Commission is requesting comments on the following application: **Conditional Use Permit renewal for a hydrostatic transmission equipment repair business**. This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information: BRADLEY & THERESE ZUERCHER

25400 E 152ND AVE

BRIGHTON, CO 806038326

Please forward any written comments on this application to me at to [ASielaff@adcogov.org](mailto:ASielaff@adcogov.org) by **May 14, 2021**, in order that your comments may be taken into consideration in the review of this case. The full text of the proposed request can be obtained by contacting this office or by accessing the Adams County web

**From:** [Localreferral - CDPHE, CDPHE](#)  
**To:** [Alan Sielaff](#)  
**Subject:** Re: Request for Comments: RCU2021-00008 - Rocky Mountain Hydrostatics  
**Date:** Thursday, April 22, 2021 9:14:43 AM

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Please be cautious: This email was sent from outside Adams County

Thank you for contacting the Colorado Department of Public Health and Environment (CDPHE). CDPHE's general comments are available [here](#). We will continue to review this referral to determine whether additional comments are necessary. If additional comments are necessary, we will submit them by the referral deadline.

--



[cdphe\\_localreferral@state.co.us](mailto:cdphe_localreferral@state.co.us) | [colorado.gov/cdphe](https://colorado.gov/cdphe)

Thank you for contacting the Colorado Department of Public Health and Environment (CDPHE). Please note that the following requirements and recommendations apply to many but not all projects referred by local governments. Also, they are not intended to be an exhaustive list and it is ultimately the responsibility of the applicant to comply with all applicable rules and regulations. CDPHE's failure to respond to a referral should not be construed as a favorable response.

### **Hazardous and Solid Waste**

The applicant must comply with all applicable hazardous and solid waste rules and regulations.

Hazardous waste regulations are available here:  
<https://www.colorado.gov/pacific/cdphe/hwregs>.

Solid waste regulations are available here:  
<https://www.colorado.gov/pacific/cdphe/swregs>.

Applicable requirements may include, but are not limited to, properly characterizing all wastes generated from this project and ensuring they are properly managed and disposed of in accordance with Colorado's solid and hazardous waste regulations.

If this proposed project processes, reclaims, sorts, or recycles recyclable materials generated from industrial operations (including, but not limited to construction and demolition debris and other recyclable materials), then it must register as an industrial recycling facility in accordance with Section 8 of the Colorado Solid Waste Regulations. The industrial recycling registration form is available here:

<https://www.colorado.gov/pacific/cdphe/sw-recycling-forms-apps>.

If you have any questions regarding hazardous and/or solid waste, please contact CDPHE's Hazardous Materials and Waste Management Division (HMWMD) by emailing [comments.hmwm@state.co.us](mailto:comments.hmwm@state.co.us) or calling 303-692-3320.

### **Water Quality**

The applicant must comply with all applicable water quality rules and regulations. The Water Quality Control Division (WQCD) administers regulatory programs that are generally designed to help protect both Colorado's natural water bodies (the clean water program) and built drinking water systems. Applicants must comply with all applicable water quality rules and regulations relating to both clean water and drinking water. All water quality regulations are available here:

<https://cdphe.colorado.gov/water-quality-control-commission-regulations>.



## Clean Water Requirements

### Stormwater

Applicable clean water requirements may include, but are not limited to, obtaining a stormwater discharge permit if construction activities disturb one acre or more of land or if they are part of a larger common plan of development that will disturb one or more acres of land. In determining the area of construction disturbance, WQCD looks at the entire plan, including disturbances associated with utilities, pipelines or roads constructed to serve the facility.

Please use the Colorado Environmental Online Services (CEOS) to apply for new construction stormwater discharge permits, modify or terminate existing permits and change permit contacts.

For CEOS support please see the following WQCD website:

<https://cdphe.colorado.gov/cor400000-stormwater-discharge>

or contact:

Email: [cdphe\\_ceos\\_support@state.co.us](mailto:cdphe_ceos_support@state.co.us) or [cdphe\\_wqcd\\_permits@state.co.us](mailto:cdphe_wqcd_permits@state.co.us)

CEOS Phone: 303-691-7919

Permits Phone: 303-692-3517

### Domestic Wastewater

Some projects with wastewater collection may have domestic wastewater treatment works (i.e., treatment plant, interceptor sewer, or lift station) with a design capacity to receive greater than 2,000 gallons per day (gpd) and are subject to state-wide site location, design, and permitting requirements implemented by the Water Quality Control Division. State review and approval of the site location application and design is required by the Colorado Water Quality Control Act (Act), Section 25-8-702, C.R.S. which states in part that:

*“No person shall commence the construction of any domestic wastewater treatment works or the enlargement of the capacity of an existing domestic wastewater treatment works, unless the site location and the design for the construction or expansion have been approved by the division.”*

State review may also be necessary for projects with multiple on-site wastewater treatment systems (OWTS) on a single property, unless the OWTS meet the requirements of division’s “Site Application Policy 6: Multiple On-Site Wastewater Treatment Systems” (Policy 6).

If applicable, the project would need to meet all applicable regulatory requirements including, but not limited to, site location and design review, discharge permitting, having a certified operator; and routine monitoring and reporting. For questions regarding domestic wastewater regulation applicability or other assistance and resources, visit these websites:

<https://cdphe.colorado.gov/design>

<https://cdphe.colorado.gov/clean-water-permitting-sectors>



## Drinking Water Requirements

Some projects may also need to address drinking water regulations if the proposed project meets the definition of a “Public Water System” per the Colorado Primary Drinking Water Regulations (Regulation 11):

*A Public Water System means a system for the provision to the public of water for human consumption through pipes or other constructed conveyances, if such system has at least fifteen service connections or regularly serves an average of at least 25 individuals daily at least 60 days per year. A public water system is either a community water system or a non-community water system. Such term does not include any special irrigation district. Such term includes:*

*(a) Any collection, treatment, storage, and distribution facilities under control of the supplier of such system and used primarily in connection with such system.*

*(b) Any collection or pretreatment storage facilities not under such control, which are used primarily in connection with such system.*

If applicable, the project would need to meet all applicable requirements of Regulation 11 including, but not limited to, design review and approval; technical, managerial and financial review and approval; having a certified operator; and routine monitoring and reporting. If it is determined that your facility meets the definition of a public water system please submit a drinking water inventory update form to the department. For questions regarding drinking water regulation applicability or other assistance and resources, visit these websites:

<https://cdphe.colorado.gov/drinking-water>

<https://cdphe.colorado.gov/dwtrain>

If you have any other questions regarding either clean or drinking water quality, please contact CDPHE’s WQCD by emailing [cdphe.commentswqcd@state.co.us](mailto:cdphe.commentswqcd@state.co.us) or calling 303-692-3500.

## Air Quality

The applicant must comply with all relevant state and federal air quality rules and regulations. Air quality regulations are available here:  
<https://www.colorado.gov/pacific/cdphe/aqcc-regs>.

## Air Pollutant Emissions Notices (APENs) and Permits

Applicable requirements may include, but are not limited to, reporting emissions to the Air Pollution Control Division (APCD) by completing an APEN. An APEN is a two in one form for reporting air emissions and obtaining an air permit, if a permit will be required. While only businesses that exceed the Air Quality Control Commission (AQCC) reporting thresholds are



required to report their emissions, all businesses - regardless of emission amount - must always comply with applicable AQCC regulations.

In general, an APEN is required when uncontrolled actual emissions for an emission point or group of emission points exceed the following defined emission thresholds:

Table 1 APEN Thresholds		
Pollutant Category	UNCONTROLLED ACTUAL EMISSIONS	
	Attainment Area	Non-attainment Area
Criteria Pollutant	2 tons per year	1 ton per year
Lead	100 pounds per year	100 pounds per year
Non-Criteria Pollutant	250 pounds per year	250 pounds per year

Uncontrolled actual emissions do not take into account any pollution control equipment that may exist. A map of the Denver Metropolitan Ozone Non-attainment area can be found on the following website: [http://www.colorado.gov/airquality/ss\\_map\\_wm.aspx](http://www.colorado.gov/airquality/ss_map_wm.aspx).

In addition to these reporting thresholds, a Land Development APEN (Form APCD-223) may be required for land development. Under Colorado air quality regulations, land development refers to all land clearing activities, including but not limited to land preparation such as excavating or grading, for residential, commercial or industrial development. Land development activities release fugitive dust, a pollutant regulation by APCD. Small land development activities are not subject to the same reporting and permitting requirements as large land activities. Specifically, land development activities that are less than 25 contiguous acres and less than 6 months in duration do not need to report air emissions to APCD.

It is important to note that even if a permit is not required, fugitive dust control measures included the Land Development APEN Form APCD-223 must be followed at the site. Fugitive dust control techniques commonly included in the plan are included in the table below.

Control Options for Unpaved Roadways	
Watering	Use of chemical stabilizer
Paving	Controlling vehicle speed
Graveling	
Control Options for Mud and Dirt Carry-Out Onto Paved Surfaces	
Gravel entry ways	Washing vehicle wheels
Covering the load	Not overfilling trucks
Control Options for Disturbed Areas	
Watering	Application of a chemical stabilizer
Revegetation	Controlling vehicle speed
Compaction	Furrowing the soil
Wind Breaks	Minimizing the areas of disturbance
	Synthetic or Natural Cover for Slopes





Additional information on APENs and air permits can be found on the following website: <https://www.colorado.gov/pacific/cdphe/air/do-you-need-an-aper>. This site explains the process to obtain APENs and air quality permits, as well as information on calculating emissions, exemptions, and additional requirements. You may also view AQCC Regulation Number 3 at <https://www.colorado.gov/pacific/cdphe/aqcc-regs> for the complete regulatory language.

If you have any questions regarding Colorado's APEN or air permitting requirements or are unsure whether your business operations emit air pollutants, please call the Small Business Assistance Program (SBAP) at 303-692-3175 or 303-692-3148.

### **Asbestos and Lead-Based Paint**

In Colorado there are regulations regarding the appropriate removal and handling of asbestos and lead-based paint as part of a demolition, renovation, or remodeling project. These regulations are presented in AQCC Number 8 (asbestos) and Number 19 (lead-based paint) which can be found on the following website: <https://www.colorado.gov/cdphe/aqcc-regs>.

These regulations may require the use of, or inspection by, companies or individuals that are certified to inspect or remove these hazards **prior to renovation or demolition**. APCD must also be notified of abatement or demolition activities prior to beginning any work in the case of asbestos. For additional guidance on these regulations and lists of certified companies and individuals please visit the following website for asbestos:

<https://www.colorado.gov/cdphe/categories/services-and-information/environment/asbestos> and the following website for lead-based paint:

<https://www.colorado.gov/pacific/cdphe/categories/services-and-information/lead>.

If you have any questions about Colorado's asbestos and lead-based paint regulations or are unsure whether you are subject to them please call the Indoor Environment Program at 303-692-3100.

If you have more general questions about air quality, please contact CDPHE's APCD by emailing [cdphe.commentsapcd@state.co.us](mailto:cdphe.commentsapcd@state.co.us) or calling 303-692-3100.

### **Health Equity and Environmental Justice**

CDPHE notes that certain projects have potential to impact vulnerable minority and low-income communities. It is our strong recommendation that your organization consider the potential for disproportionate environmental and health impacts on specific communities within the project scope and if so, take action to mitigate and minimize those impacts. This includes interfacing directly with the communities in the project area to better understand community perspectives on the project and receive feedback on how it may impact them during development and construction as well as after completion. We have included some general resources for your reference.

Additional Resources:

[CDPHE's Health Equity Resources](#)



[CDPHE's Checking Assumptions to Advance Equity  
EPA's Environmental Justice and NEPA Resources](#)



**From:** [Clayton Woodruff](#)  
**To:** [Alan Sielaff](#)  
**Subject:** RE-RCU21-00008-Rocky Mountain Hydrostatics  
**Date:** Thursday, May 6, 2021 7:41:09 AM

---

Please be cautious: This email was sent from outside Adams County

Alan,

The RTD has no comment on this project

Thanks



**C. Scott Woodruff**  
**Engineer III**

Regional Transportation District  
1560 Broadway, Suite 700, FAS-73 | Denver, CO 80202

o 303.299.2943 | m 303-720-2025  
[clayton.woodruff@rd-denver.com](mailto:clayton.woodruff@rd-denver.com)



May 6, 2021

Alan Sielaff  
Adams County Community and Economic Development  
4430 South Adams County Parkway, Suite W2000A  
Brighton, CO 80601

RE: Rocky Mountain Hydrostatics, RCU2021-00008  
TCHD Case No. 6930

Dear Mr. Sielaff,

Thank you for the opportunity to review and comment on the Conditional Use Permit renewal for a hydrostatic transmission equipment repair business located at 25400 East 152<sup>nd</sup> Avenue. Tri-County Health Department (TCHD) staff has reviewed the application for compliance with applicable environmental and public health regulations and principles of healthy community design. After reviewing the application, TCHD has the following comments.

**On-Site Wastewater Treatment System (OWTS) – Use Permit**

Proper wastewater management promotes effective and responsible water use, protects potable water from contaminants, and provides appropriate collection, treatment, and disposal of waste, which protects public health and the environment. Tri-County Health Department Regulation Number O-17, Section 4.2 requires a Use Permit be obtained as the Department deems appropriate. In the applicant's case, TCHD records show the applicant applied for an OWTS new permit in 2001. Given the length of time since the system was permitted, the applicant shall obtain a Use Permit to ensure the quality and state of the OWTS.

To obtain a Use Permit, the OWTS will need to be inspected by a National Association of Wastewater Technicians (NAWT) Certified Use Permit Inspector. A list of Certified Inspectors is available here <http://www.nawt.org/search.html>. If it is determined by the inspector that the system has deficiencies that require repair, these repairs must be completed prior to TCHD issuing a Use Permit.

In order to obtain a Use Permit, the applicant may contact Commerce City office by phone at 303-288-6816 or in person at 4201 E. 72<sup>nd</sup> Ave. Suite D. More information is available at <http://www.tchd.org/269/Septic-Systems> under the Use Permit tab.

Please feel free to contact me at 720-200-1537 or [pmoua@tchd.org](mailto:pmoua@tchd.org) if you have any questions about TCHD's comments.


A handwritten signature in black ink, appearing to read "Pang Moua", with a stylized flourish at the end.

Sincerely,

Pang Moua, MPP  
Land Use and Built Environment Specialist

cc: Sheila Lynch, Monte Deatrich, TCHD



Your Touchstone Energy® Cooperative 

May 6, 2021

Community & Economic Development Department  
4430 South Adams County Parkway  
1<sup>st</sup> Floor, Suite W2000  
Brighton, CO 80601-8204

Re: Rocky Mountain Hydrostatics RCU2021-00008

Dear Alan Sielaff:

On behalf of United Power, Inc., thank you for inviting us to review and comment on the Rocky Mountain Hydrostatics. After review of the information, United Power has no concerns or objection to the proposed RCU2021-00008; contingent upon United Power's ability to maintain all existing rights, facilities/equipment, and existing easements. This request should not hinder our ability for future expansion, including all present and any future accommodations for electrical distribution.

Please note, the property owner/developer/contractor must submit an application along with CAD data for new electric service via <https://www.unitedpower.com/construction>. United Power would like to work with these persons early in the construction process on getting an electric design prepared so that we can request any additional easements needed and hopefully have those easements dedicated on the plat rather than obtaining separate document(s). Obtaining easements via a separate document can be time consuming and could cause delays.

***As a Reminder:*** No permanent structures are acceptable within the dry utility easement(s); such as, window wells, wing walls, retaining walls, basement walls, roof overhang, anything affixed to the house like decks, etc. United Power considers any structure that impedes the access, maintenance, and safety of our facilities a permanent structure. No exceptions will be allowed, and any encroachments could result in penalties.

Service will be provided according to the rules, regulations, and policies in effect by United Power at the time service is requested. We look forward to safely and efficiently providing reliable electric power and outstanding service.

Thank you,

*Amber Mendoza*

Amber Mendoza, RWA  
ROW Agent  
720.249.9315 | [platreferral@unitedpower.com](mailto:platreferral@unitedpower.com)



**Right of Way & Permits**  
1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: **303.571.3306**  
Facsimile: 303.571.3284  
donna.l.george@xcelenergy.com

May 13, 2021

Adams County Community and Economic Development Department  
4430 South Adams County Parkway, 3<sup>rd</sup> Floor, Suite W3000  
Brighton, CO 80601

Attn: Alan Sielaff

**Re: Rocky Mountain Hydrostatics, Case # RCU2021-00008**

Public Service Company of Colorado's Right of Way & Permits Referral Desk has reviewed the conditional use permit documentation for **Rocky Mountain Hydrostatics** and has **no conflict**.

No resubmittals necessary.

Donna George  
Right of Way and Permits  
Public Service Company of Colorado dba Xcel Energy  
Office: 303-571-3306 – Email: donna.l.george@xcelenergy.com

**From:** [Mike King](#)  
**To:** [Alan Sielaff](#)  
**Subject:** Case Number: RCU2021-00008  
**Date:** Wednesday, May 5, 2021 8:02:30 AM

---

Please be cautious: This email was sent from outside Adams County

We have been neighbors of the Zuercher family for 11 years and only now learned of the hydrostatic business that they have been running next to their home. This is a strong testament that they fully respect the community. They are very discrete and we fully support the continuation of the conditional use permit for Theresa and Bradley.

Thank you for the opportunity to add comments.

Michael King  
Keith Gunn  
SonFlower Ranch, LLC  
15445 Powhaton Rd, Brighton, CO 80603  
303-907-9138



## Request for Comments

Case Name: Rocky Mountain Hydrostatics  
Case Number: RCU2021-00008

April 21, 2021

The Adams County Planning Commission is requesting comments on the following application:  
**Conditional Use Permit renewal for a hydrostatic transmission equipment repair business.**  
This request is located at 25400 E. 152nd Avenue. The Assessor's Parcel Number is 0156717200002.

Applicant Information: BRADLEY & THERESE ZUERCHER  
25400 E 152ND AVE  
BRIGHTON, CO 806038326

Please forward any written comments on this application to the Community and Economic Development Department at 4430 South Adams County Parkway, Suite W2000A Brighton, CO 80601-8216 or call (720) 523-6800 by 05/14/2021 in order that your comments may be taken into consideration in the review of this case. If you would like your comments included verbatim please send your response by way of e-mail to ASielaff@adcogov.org.

Once comments have been received and the staff report written, the staff report and notice of public hearing dates may be forwarded to you upon request. The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

A handwritten signature in blue ink that reads "Alan Sielaff".

Alan Sielaff  
Planner II

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5





## Public Hearing Notification

Case Name:	Rocky Mountain Hydrostatics
Case Number:	RCU2021-00008
Planning Commission Hearing Date:	5/12/2022 at 6:00 p.m.
Board of County Commissioners Hearing Date:	6/14/2022 at 9:30 a.m.

April 19, 2022

A public hearing has been set by the Adams County Planning Commission and the Board of County Commissioners to consider the following request: **Conditional Use Permit for a hydrostatic transmission equipment repair business.**

The request would allow an existing hydrostatic transmission equipment repair business to continue its operations. This request is located at 25400 E 152nd Ave. The Assessor's Parcel Number(s) 0156717200002.

Applicant Information: Bradley & Therese Zuercher  
25400 E 152nd Ave  
Brighton, CO 80603-8326

The hearing will be held in the Adams County Hearing Room located at 4430 South Adams County Parkway, Brighton CO 80601-8216. This will be a public hearing and any interested parties may attend and be heard. The Applicant and Representative's presence at these hearings is requested. If you require any special accommodations (e.g., wheelchair accessibility, an interpreter for the hearing impaired, etc.) please contact the Adams County Community and Economic Development Department at (720) 523-6800 (or if this is a long distance call, please use the County's toll free telephone number at 1-800-824-7842) prior to the meeting date.

For further information regarding this case, please contact the Department of Community and Economic Development, 4430 S Adams County Parkway, Brighton, CO 80601, 720-523-6800. This is also the location where maps and/or text certified by the Planning Commission may be viewed.

The full text of the proposed request and additional colored maps can be obtained by contacting this office or by accessing the Adams County web site at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).

Thank you for your review of this case.

Ella Gleason  
Planner I

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry  
DISTRICT 1

Charles "Chaz" Tedesco  
DISTRICT 2

Emma Pinter  
DISTRICT 3

Steve O'Dorisio  
DISTRICT 4

Lynn Baca  
DISTRICT 5

## **PUBLICATION REQUEST**

**Case Name:** Rocky Mountain Hydrostatics

**Case Number:** RCU2021-00008

**Planning Commission Hearing Date:** May 12, 2022

**Board of County Commissioners Hearing Date:** June 14, 2022

**Case Manager:** Ella Gleason, Planner I, [EGleason@adcogov.org](mailto:EGleason@adcogov.org), 720.523.6923

**Request:** Conditional Use Permit for a hydrostatic transmission equipment repair business.

**Parcel Number (s):** 0156717200002

**Legal Description:** SECT,TWN,RNG:17-1-65 DESC: PART OF SEC 17 DESC AS FOLS BEG AT THE N4 COR OF SD SEC 17 TH S 00D 16M 30S W 500 FT TH S 89D 17M 36S E 92/71 FT TH S 00D 17M 44S W 871/87 FT TH N 89D 34M 50S W 1368/67 FT TH N 00D 00M 25M W 1379/09 FT TH S 89D 16M 49S E 1283/10 FT TO THE POB (EXC PARC BK 4015 PG 935) AND EXC RD 40/1510A

**Applicant:** Bradley and Therese Zuercher

**Public Hearings Location:** 4430 S. Adams County Pkwy., Brighton, CO 80601 Please visit <http://www.adcogov.org/bocc> for up to date information. The full text of the proposed request and additional colored maps can be obtained by accessing the Adams County Community and Economic Development Department website at [www.adcogov.org/planning/currentcases](http://www.adcogov.org/planning/currentcases).



Referral Listing  
Case Number RCU2021-00008  
Rocky Mountain Hydrostatics

Agency

Contact Information

---

27J Schools

Kerrie Monti  
1850 Egbert St  
Suite 140, Box 6  
Brighton CO 80601  
303-655-2984  
kmonti@sd27j.net

Adams County Attorney

Christine Fitch  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6352  
CFitch@adcogov.org

Adams County CEDD Administrative

Gina Maldonado  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6823  
gmaldonado@adcogov.org

Adams County CEDD Building Safety

Justin Blair  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6825  
JBlair@adcogov.org

Adams County CEDD Engineer

Devt. Services Engineering  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6800  
Contact Person May Vary Depending on Case

Adams County CEDD Environmental Services Division

Katie Keefe  
4430 S Adams County Pkwy  
Brighton CO 80601  
720-523-6986  
kkeefe@adcogov.org

Adams County CEDD Right-of-Way

David Dittmer  
4430 S Adams County Pkwy.  
Brighton CO 80601  
720-523-6837  
ddittmer@adcogov.org

Adams County CSWB Code Compliance Officer

Kerry Gress  
4430 S Adams County Pkwy  
Brighton CO 80601  
720.523.6832  
kgress@adcogov.org

Agency

Contact Information

---

Adams County CSWB Code Compliance Officer	Brooke Pettry 4430 S Adams County Pkwy Brighton CO 80601 720.523.6206 bpettry@adcogov.org
Adams County CSWB Neighborhood Services Division	Gail Moon 4430 S Adams County Pkwy Brighton CO 80601 720-523-6856 gmoon@adcogov.org
Adams County POSCA Deputy Director	Marc Pedrucci 9755 Henderson Rd Brighton CO 80601 303-637-8014 mpedrucci@adcogov.org
Adams County POSCA Director	Byron Fanning 9755 Henderson Rd Brighton CO 80601 303-637-8000 bfanning@adcogov.org
Adams County POSCA Natural Resource Specialist	Aaron Clark 9755 Henderson Rd Brighton CO 80601 (303) 637-8005 aclark@adcogov.org
Adams County Sheriff	Rick Reigenborn 4430 S Adams County Pkwy Brighton CO 80601 (303) 654-1850 rreigenborn@adcogov.org
Adams County Sheriff	Community Connections 4430 S Adams County Pkwy Brighton CO 80601 303-655-3283 CommunityConnections@adcogov.org
BRIGHTON FIRE DISTRICT	Elizabeth Bednarcik 500 S 4th Ave 3rd Floor Brighton CO 80601 (303) 659-4101 planreviews@brightonfire.org
Century Link, Inc	Brandyn Wiedreich 5325 Zuni St, Rm 728 Denver CO 80221 720-578-3724 720-245-0029
City of Brighton Planning	Jason Bradford 500 S 4th Ave Brighton CO 80601 303-655-2024 jbradford@brightonco.gov

Agency

Contact Information

---

City of Brighton Water & Sanitation

Ed Burke  
500 S. 4th Ave, 4th Floor  
Brighton CO 80601  
303-655-2084  
eburke@brightonco.gov

Colorado Department of Public Health & Environment (CDPHE)

Sean Hackett  
4300 S Cherry Creek Dr  
Denver CO 80246  
303.692.3662 303.691.7702  
cdphe\_localreferral@state.co.us

Colorado Department of Public Health & Environment (CDPHE) - Solid Waste Unit - Andy Todd

4300 Cherry Creek South Dr  
HMWMD-CP-B2  
Denver CO 80246-1530  
303.691.4049  
cdphe\_localreferral@state.co.us

Colorado Department of Public Health & Environment (CDPHE) - Water Quality Protection District - Patrick Pfaltzgraff

4300 Cherry Creek Drive South  
WQCD-B2  
Denver CO 80246-1530  
303-692-3509  
cdphe\_localreferral@state.co.us

Colorado Department of Transportation (CDOT)

Steve Loeffler  
2829 W Howard Pl  
2nd Floor  
Denver CO 80204  
303-757-9891  
steven.loeffler@state.co.us

Colorado Division of Wildlife

Hannah Posey  
6060 Broadway St.  
Denver CO 80216-1000  
303-947-1798  
hannah.posey@state.co.us

COMCAST

JOE LOWE  
8490 N UMATILLA ST  
FEDERAL HEIGHTS CO 80260  
303-603-5039

METRO WASTEWATER RECLAMATION

CRAIG SIMMONDS  
6450 YORK ST.  
DENVER CO 80229  
303-286-3338  
CSIMMONDS@MWRD.DST.CO.US

Public Service Company of Colorado (PSCo) dba Xcel Energy

Donna George  
1123 W 3rd Ave  
DENVER CO 80223  
303-571-3306  
Donna.L.George@xcelenergy.com

Agency

Contact Information

---

Public Service Company of Colorado (PSCo) dba Xcel Energy

--  
1123 W 3rd Ave  
Denver CO 80223  
303.571.3306  
bdrco@xcelenergy.com

Regional Transportation District (RTD)

Paul Von Fay  
1560 Broadway  
Suite 700  
Denver CO 80202  
303-299-2317  
engineering@rtd-denver.com

TOWN OF LOCHBUIE

MARI SANCHEZ  
703 WCR 37 Lochbuie  
LOCHBUIE CO 80603  
(303) 655-9308

Tri-County Health Department

Monte Deatrich  
4201 E 72nd Avenue  
Suite D  
Commerce City CO 80022  
(303) 288-6816  
mdeatrich@tchd.org

Tri-County Health Department

Sheila Lynch  
6162 S Willow Dr  
Suite 100  
Greenwood Village CO 80111  
720-200-1571  
landuse@tchd.org

Tri-County Health: Mail CHECK to Sheila Lynch

Tri-County Health  
landuse@tchd.org  
.

United Power

Samantha Riblett  
500 Cooperative Way  
Brighton CO 80603  
303-659-0551  
platreferral@unitedpower.com

BARNES MICHAEL A AND  
BARNES CYNDE M  
24825 E 154TH AVENUE  
BRIGHTON CO 80603

MCDONALD TAYLOR JERRY AND  
MCDONALD CHRISTINE SCOTT  
23179 COUNTY ROAD 23  
FORT MORGAN CO 80701-9336

BROMLEY WINIFRED LEE  
12801 BRIGHTON RD  
BRIGHTON CO 80603

PUBLIC SERVICE CO OF COLORADO  
C/O PROPERTY AND LOCAL TAXES  
PO BOX 1979  
DENVER CO 80201-1979

COMANCHE ACRES LLC  
15868 FORTUNE CT  
BRIGHTON CO 80603-3839

PUTNAM JENNIE LEE AND  
PUTNAM JUDY A  
25100 E 152ND AVE  
BRIGHTON CO 80603-8801

FEDERAL AVIATION ADMINISTRATION  
1601 W LIND AVE S W NO. 570  
RENTON WA 98055-4056

RIVERA ARMANDO  
6 LAKEWOOD HEIGHTS DR  
LAKEWOOD CO 80215-4624

GREEN VALLEY GRANGE  
C/O COLO STATE GRANGE  
2009 CR 31  
FLORISSANT CO 80816

SANCHEZ JUVENAL  
15210 EDNA DR  
BRIGHTON CO 80603-8956

HERNANDEZ PEDRO CHAVEZ AND  
CHAVEZ MIRNA  
PO BOX 717  
HUDSON CO 80642

VILLALOBOS SIJIFREDO JR  
351 N 12TH AVE  
BRIGHTON CO 80601-1531

JESSEN ERNEST C AND  
JESSEN JANET K  
2762 S DEPEW STREET  
DENVER CO 80227

ANGUIANO RODRIGO  
OR CURRENT RESIDENT  
24880 GREEN DR  
BRIGHTON CO 80603-8961

JL&D INVESTMENTS LLC  
796 POPPY DR  
BRIGHTON CO 80601-3353

ARGUELLO DANIEL LEE AND  
AGUELLO MICHELLE MAGDELENA  
OR CURRENT RESIDENT  
24751 E 152ND AVE  
BRIGHTON CO 80603

LECHUGA VICTORIANO  
2898 W 56TH AVENUE  
DENVER CO 80221

BACKSTROM JERRY AND  
BACKSTROM JILANN  
OR CURRENT RESIDENT  
15400 HARVEST RD  
BRIGHTON CO 80603-3805

LEDEZMA SIPRIANO AND MARGARET M  
PO BOX 1241  
GRANBY CO 80446-1241

BRODA PATRICK  
OR CURRENT RESIDENT  
14677 HARVEST RD  
BRIGHTON CO 80603-5805

CASTOR TODD AND  
CASTOR GIDGET DEION  
OR CURRENT RESIDENT  
24800 E 153RD CIR  
BRIGHTON CO 80603-3896

KAMPBELL FAMILY TRUST THE  
OR CURRENT RESIDENT  
26333 E 152ND AVE  
BRIGHTON CO 80603-8337

CHAVEZ JUANA  
OR CURRENT RESIDENT  
15390 HARVEST RD  
BRIGHTON CO 80601

KING MICHAEL W AND  
GUNN KEITH A JR  
OR CURRENT RESIDENT  
15445 POWHATON RD  
BRIGHTON CO 80603-8804

CHAVEZ LUIS CARLOS  
OR CURRENT RESIDENT  
14950 POWHATON RD  
BRIGHTON CO 80603-8310

KOENIG CHRIS AND  
KOENIG JOANNE  
OR CURRENT RESIDENT  
24814 E 154TH CIR  
BRIGHTON CO 80603-3894

CHAVEZ MONJE PEDRO AND  
CHAVEZ ANA  
OR CURRENT RESIDENT  
14747 HARVEST RD  
BRIGHTON CO 80603-5805

KULACHKOSKY MARK S AND  
KULACHKOSKY HEIDI  
OR CURRENT RESIDENT  
24550 GREEN DR  
BRIGHTON CO 80603-8955

CHOLAS GREGORY SCOTT AND  
CHOLAS STACY FAYE  
OR CURRENT RESIDENT  
24727 E 154TH CIR  
BRIGHTON CO 80603-3894

LIRA DANIEL AND  
LIRA SILVIA  
OR CURRENT RESIDENT  
25999 E 152ND AVE  
BRIGHTON CO 80603-8805

DOMINGUEZ ALFREDO AND  
DOMINGUEZ LETICIA  
OR CURRENT RESIDENT  
24601 E 152ND AVE  
BRIGHTON CO 80603-3823

MARTIN F SCOTT  
OR CURRENT RESIDENT  
14920 HARVEST RD  
BRIGHTON CO 80603-5800

GEARY JOHN C AND  
GEARY ANDREA L  
OR CURRENT RESIDENT  
25200 E 152ND AVE  
BRIGHTON CO 80603-8324

MEDINA ROBERT A AND  
MEDINA CRYSTEL NICOLE  
OR CURRENT RESIDENT  
24660 E 153RD CIR  
BRIGHTON CO 80603-3806

GREY MARKE E AND GREY LYNN M  
OR CURRENT RESIDENT  
14901 POWHATON RD  
BRIGHTON CO 80603-8310

MILLER STEVEN D  
OR CURRENT RESIDENT  
24520 GREEN DR  
BRIGHTON CO 80603-8955

HERNANDEZ VIANEY L AND  
CANO FRANCISCO GONZALEZ  
OR CURRENT RESIDENT  
14660 HARVEST RD  
BRIGHTON CO 80603-5806

MOGENSEN GARRET A AND  
MOGENSEN BEVERLEY J  
OR CURRENT RESIDENT  
24805 E 153RD CIR  
BRIGHTON CO 80603-3807

HUNTLEY JAMES A AND  
HUNTLEY MAGGIE L  
OR CURRENT RESIDENT  
24707 E 153RD CIRCLE  
BRIGHTON CO 80603

ORDONEZ ERIKA  
OR CURRENT RESIDENT  
14820 HARVEST RD  
BRIGHTON CO 80603-5806



PENCIL BARBARA A AND  
PENCIL TERRY  
OR CURRENT RESIDENT  
15555 POWHATON RD  
BRIGHTON CO 80603-8804

ZUERCHER BRADLEY W AND  
ZUERCHER THERESE K  
OR CURRENT RESIDENT  
25500 E 152ND AVE  
BRIGHTON CO 80603-8812

PETERSON ROBERT AND  
HUANG PEIJU  
OR CURRENT RESIDENT  
26800 E 152ND AVE  
BRIGHTON CO 80603-8803

CURRENT RESIDENT  
24825 E 154TH CIR  
BRIGHTON CO 80603-3894

RAMSEY DONALD L AND  
RAMSEY JULIE K  
OR CURRENT RESIDENT  
24580 GREEN DRIVE  
BRIGHTON CO 80603

CURRENT RESIDENT  
14770 HARVEST RD  
BRIGHTON CO 80603-5806

RANDALL RICHARD A AND  
RANDALL JUANITA R  
OR CURRENT RESIDENT  
24700 E 154TH CIR  
BRIGHTON CO 80603

CURRENT RESIDENT  
25501 E 152ND AVE  
BRIGHTON CO 80603-8325

RINGDAHL JASON K AND  
RINGDAHL VANESSA E  
OR CURRENT RESIDENT  
14880 HARVEST RD  
BRIGHTON CO 80603-5806

CURRENT RESIDENT  
25555 E 152ND AVE  
BRIGHTON CO 80603-8325

RODRIGUEZ JESUS ORTIZ AND  
DUARTE MARGARITA IBARRA  
OR CURRENT RESIDENT  
24440 GREEN DR  
BRIGHTON CO 80603-8953

CURRENT RESIDENT  
26000 E 152ND AVE  
BRIGHTON CO 80603-8344

SCHEIDEMANTLE JEFFREY AND  
SCHEDEMANTLE DIANE JOLENE  
OR CURRENT RESIDENT  
24770 GREEN DR  
BRIGHTON CO 80603-8961

CURRENT RESIDENT  
14701 POWHATON RD  
BRIGHTON CO 80603-8821

SHAPPELL ANDREW E AND  
SHAPPELL DEANA J  
OR CURRENT RESIDENT  
24660 GREEN DR  
BRIGHTON CO 80601

CURRENT RESIDENT  
14801 POWHATON RD  
BRIGHTON CO 80603-8833

WAT BUDDHAPUNYARUM OF COLORADO  
OR CURRENT RESIDENT  
26300 E 152ND AVENUE  
BRIGHTON CO 80603

CURRENT RESIDENT  
24600 GREEN DR  
BRIGHTON CO 80603-8909

ZUERCHER BRADLEY W AND  
ZUERCHER THERESE K  
OR CURRENT RESIDENT  
25400 E 152ND AVE  
BRIGHTON CO 80603-8326

CURRENT RESIDENT  
14601 POWHATON RD  
BRIGHTON CO 80603-8920

# CERTIFICATE OF POSTING



I, Ella Gleason, do hereby certify that I posted the subject property at 25400 E 152<sup>nd</sup> Avenue on April 19, 2022 in accordance with the requirements of the Adams County Development Standards and Regulations.

---

Ella Gleason

# Rocky Mountain Hydrostatics CUP

RCU2021-00008

25400 E 152nd Avenue

Community & Economic Development  
Department

June 14, 2022

Presented by: Ella Gleason, Planner I



# Request

A conditional use permit to allow for continued operations of a previously permitted hydrostatic transmission equipment repair business.

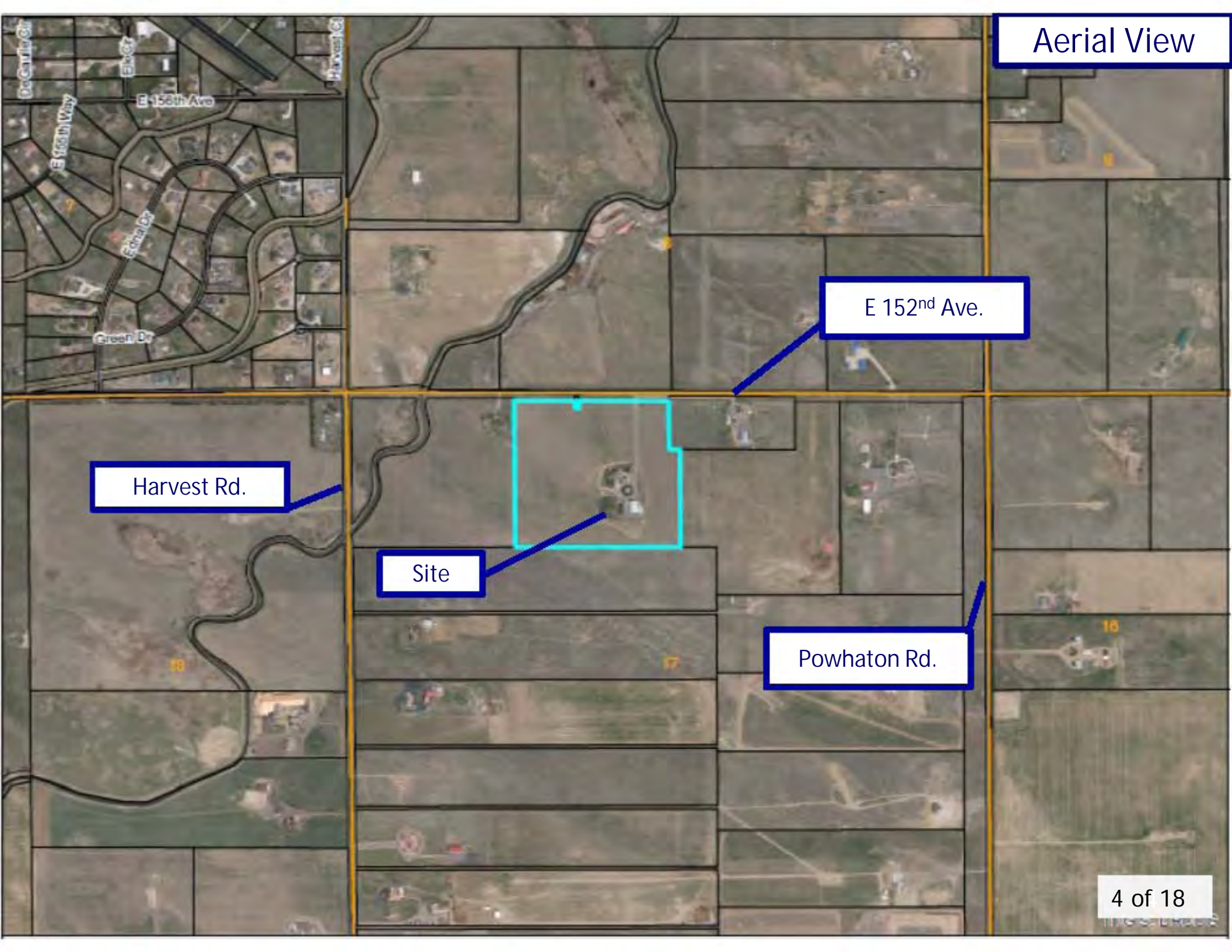
Expiration: 10 years

# Background

- June 4, 2001: RCU2001-00023 approved a CUP for an agricultural equipment repair business in the A-3 Zone District.
- August 16, 2006: RCU2006-00022 approved a Major Amendment to extend the existing CUP by 5 years.
- August 3, 2011: RCU2011-00011 approved a Major Amendment to extend the existing CUP by an additional 10 years, with a note that a new conditional use permit would be required when this approval expired on August 3, 2021.



Aerial View



E 152<sup>nd</sup> Ave.

Harvest Rd.

Site

Powhaton Rd.

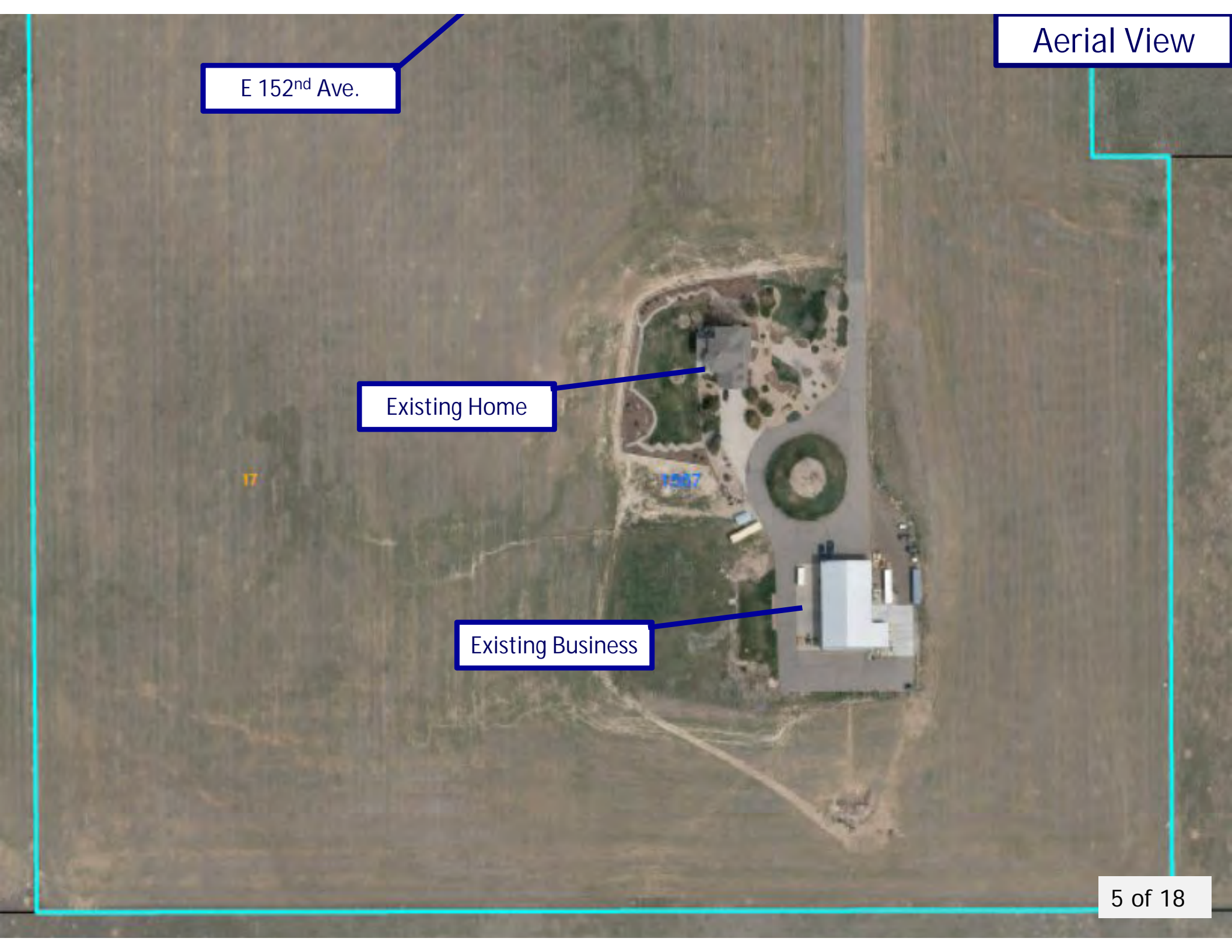
E 152<sup>nd</sup> Ave.

Existing Home

Existing Business

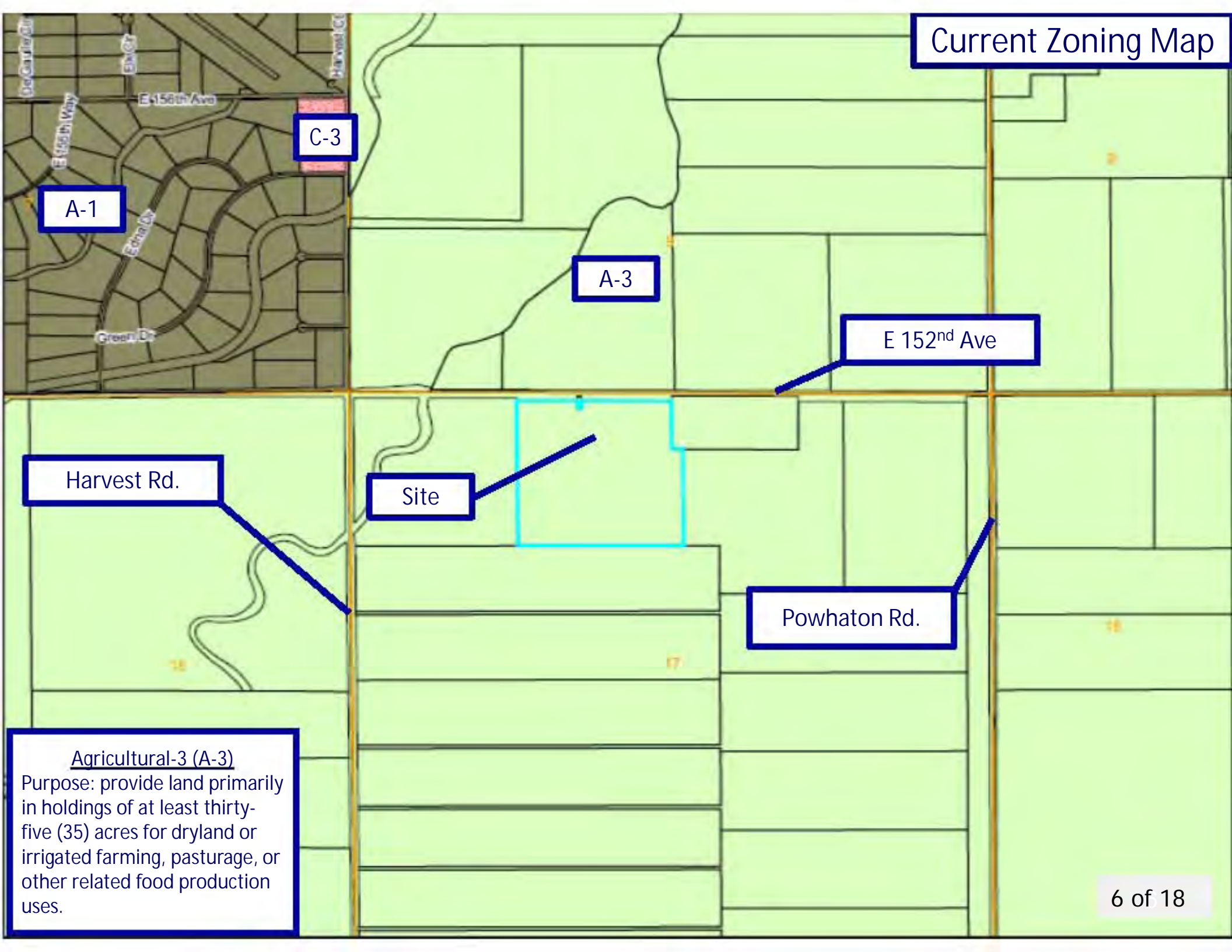
17

1587





# Current Zoning Map



A-1

C-3

A-3

E 152<sup>nd</sup> Ave

Harvest Rd.

Site

Powhaton Rd.

Agricultural-3 (A-3)  
Purpose: provide land primarily in holdings of at least thirty-five (35) acres for dryland or irrigated farming, pasturage, or other related food production uses.



# Future Land Use Map

Estate Residential

Agriculture

E 152<sup>nd</sup> Ave

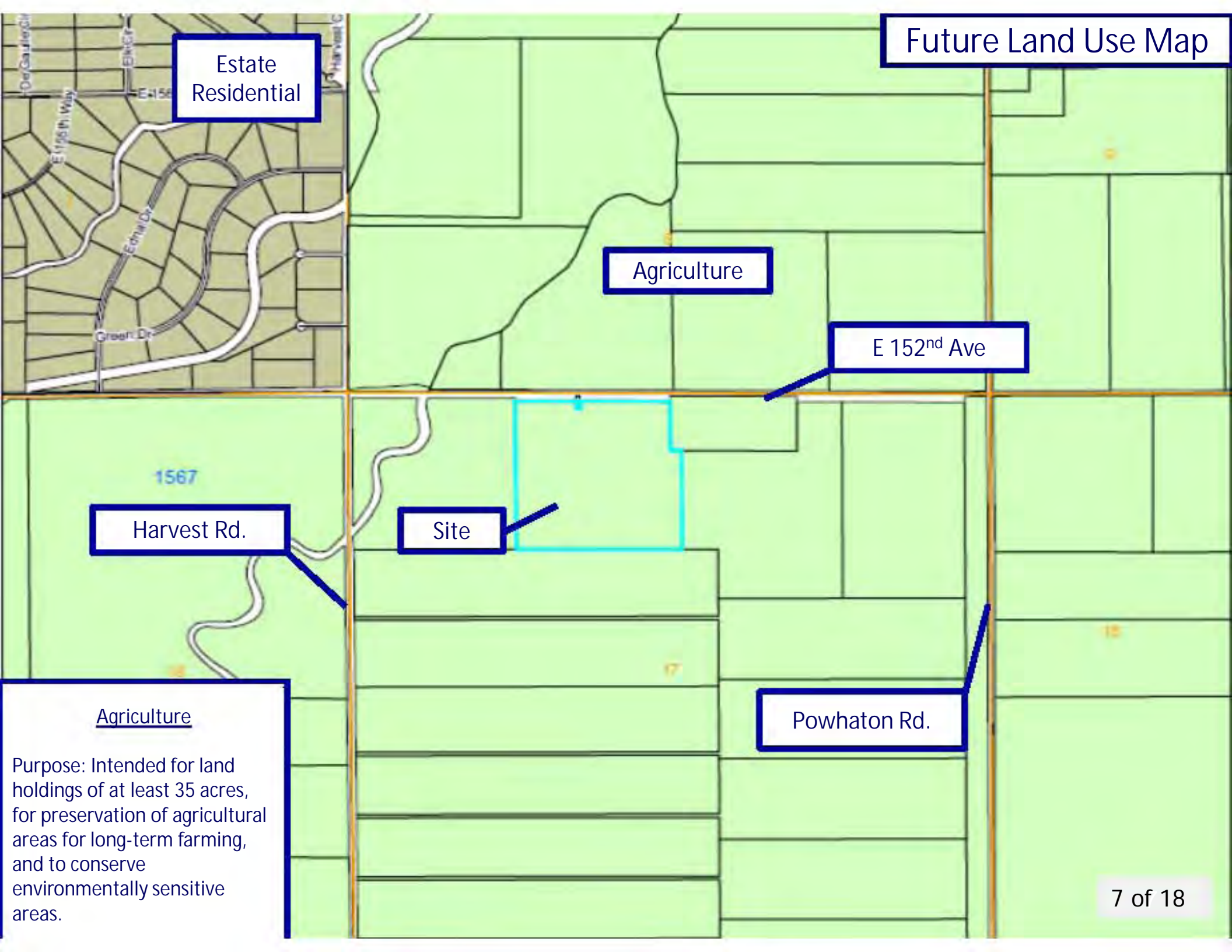
Harvest Rd.

Site

Powhaton Rd.

## Agriculture

Purpose: Intended for land holdings of at least 35 acres, for preservation of agricultural areas for long-term farming, and to conserve environmentally sensitive areas.



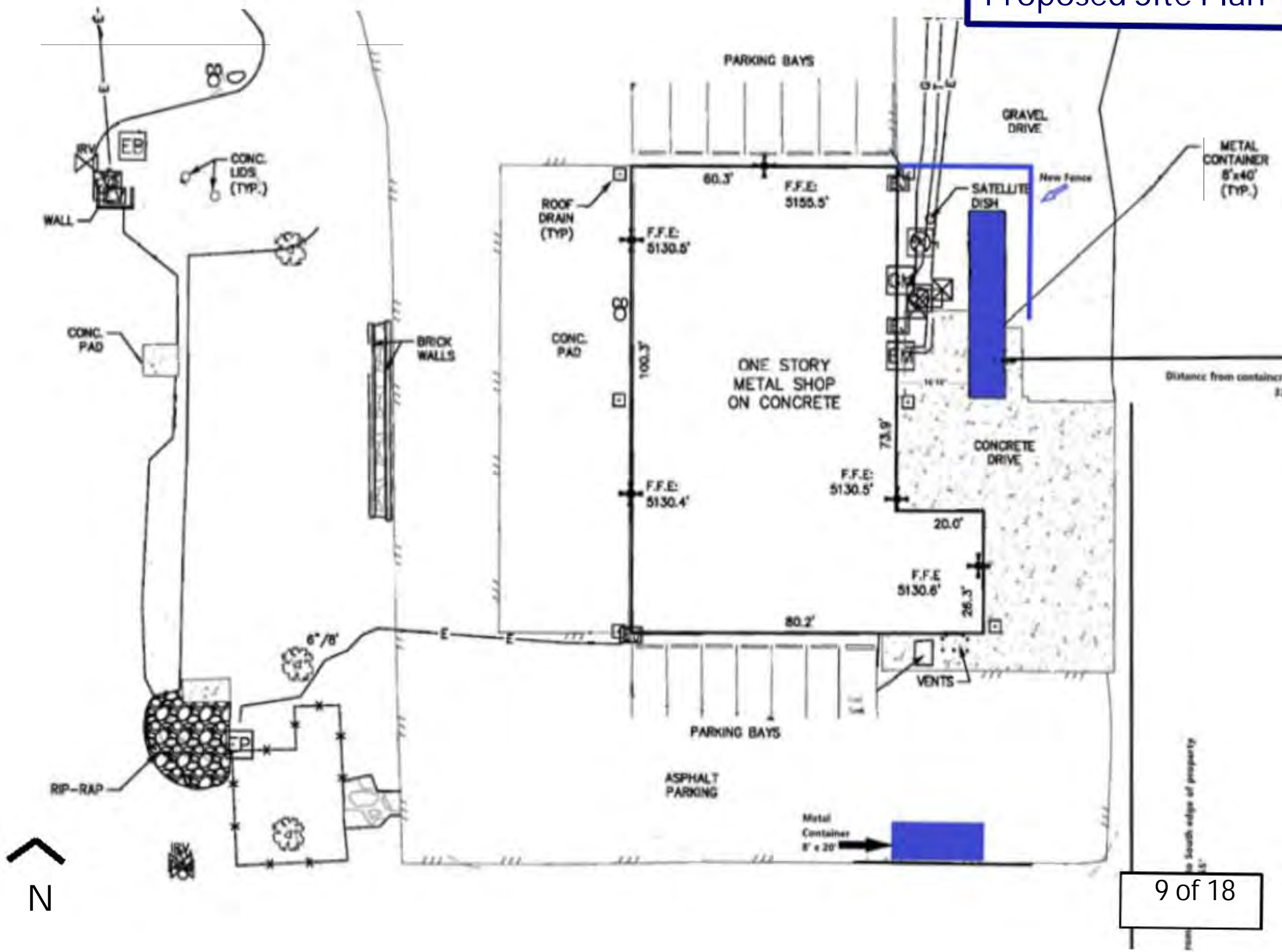
# Criteria for Conditional Use Permit

Section 2-02-09-06

1. Permitted in zone district
2. Consistent with performance standards
3. Complies with performance standards
4. Harmonious & compatible
5. Addressed all off-site impacts
6. Site suitable for use
7. Convenient and functional layout of site plan
8. Adequate services



# Proposed Site Plan



















# Referral Comments

Notifications Sent*	#Comments Received
66	1

\*Property owners and occupants within 2,640 ft (half-mile).

Public Comment: One comment in Support

No referral agencies responded with concerns.



# Staff Recommendation

(RCU2021-00008 Rocky Mountain Hydrostatics CUP)

## PC Update:

- May 12, 2022
- Approval (7-0) with 8 Findings-of-Fact, 3 Conditions, and 1 Note to the Applicant
- No public comment and no concerns from PC

## Staff Recommendation:

Staff recommends APPROVAL of the subject request (RCU2021-00008) with 8 Findings-of-Fact, 3 Conditions, and 1 Note to the Applicant.

# Recommended Findings-of-Fact

1. The conditional use is permitted in the applicable zone district.
2. The conditional use is consistent with the purposes of these standards and regulations.
3. The conditional use will comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has addressed all off-site impacts.
6. The site is suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are to be available and adequate to serve the needs of the conditional use as designed and proposed.

# Recommended Conditions

1. The Conditional Use Permit shall expire on June 14, 2032.
2. No outside parking of any commercial vehicles, any vehicles in excess of 7,000 lb gross vehicle weight (GVW), shall be permitted.
3. Any development or use of this property shall not adversely impact the existing irrigation facilities (Denver-Hudson Canal).


# Recommended Notes

1. All applicable building, zoning, engineering, fire, and health codes shall be adhered to with this request.



Community & Economic Development Department  
Planning & Development  
4430 S. Adams County Pkwy.  
1st Floor, Suite W2000B  
Brighton, CO 80601-8218  
PHONE 720.523.6800 | FAX 720.523.6967  
adcogov.org

## MEMORANDUM

To: Board of County Commissioners  
From: Ella Gleason, Planner I   
Subject: Rocky Mountain Hydrostatics CUP / Case # RCU2021-00008  
Date: June 14, 2022

If the Board of County Commissioners does not concur with the Staff recommendation of Approval, the following findings may be adopted as part of a decision to recommend Denial:

### ALTERNATIVE RECOMMENDED FINDINGS FOR DENIAL

1. The conditional use is not permitted in the applicable zone district.
2. The conditional use is not consistent with the purposes of these standards and regulations.
3. The conditional use will not comply with the requirements of these standards and regulations, including but not limited to, all applicable performance standards.
4. The conditional use is not compatible with the surrounding area, harmonious with the character of the neighborhood, not detrimental to the immediate area, not detrimental to the future development of the area, and not detrimental to the health, safety, or welfare of the inhabitants of the area and the County.
5. The conditional use permit has not addressed all off-site impacts.
6. The site is not suitable for the proposed conditional use including adequate usable space, adequate access, and absence of environmental constraints.
7. The site plan for the proposed conditional use will not provide the most convenient and functional use of the lot including the parking scheme, traffic circulation, open space, fencing, screening, landscaping, signage, and lighting.
8. Sewer, water, storm water drainage, fire protection, police protection, and roads are not available or adequate to serve the needs of the conditional use as designed and proposed.